



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
FOR REQUEST FOR PROPOSAL

RFP NO. B2Z05030  
TITLE: Non Emergency Medical Transportation  
ISSUE DATE: 11/04/04

REQ#: NR88625755002882  
BUYER: Karla Wiseman  
PHONE NO.: (573)-751-5430  
E-MAIL: [karla.wiseman@oa.mo.gov](mailto:karla.wiseman@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: 12/14/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN RFP AND AMENDMENT(S) TO:

DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
301 WEST HIGH STREET, ROOM 630  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2007

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Social Services  
Division of Medical Services  
P.O. Box 6500  
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/his proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this BAFO document is countersigned by any authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

## 1. INTRODUCTION AND GENERAL INFORMATION

**1.1 Introduction:** This document constitutes a request for competitive, sealed proposals for the provision of Non-Emergency Medical Transportation (NEMT) services for the Department of Social Services, Division of Medical Services as set forth herein. The Department of Social Services, Division of Medical Services is responsible for administering the Missouri Medicaid/MC+ Program in the State of Missouri.

### 1.2 Organization:

1.2.1 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Other Contractual Requirements
- 4) Proposal Submission Information, including requirements related to MBE/WBE participation
- 5) Pricing Page
- 6) Exhibits A – G
  - Exhibit A: Miscellaneous Information
  - Exhibit B: Prior Experience and Personnel Expertise Summary
  - Exhibit C: Provider Listing
  - Exhibit D: MBE/WBE Participation Commitment Table
  - Exhibit E: Documentation of MBE/WBE Participation
  - Exhibit F: Application for Waiver
  - Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- 7) Attachments 1 – 7 exist to this document. These attachments are separate links that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments.
  - Attachment 1: NEMT & Related Eligibles Groups
  - Attachment 2: Medicaid Public Entities
  - Attachment 3: Distance Standards
  - Attachment 4: NEMT Audited Financial Statement Guidelines and Procedures
  - Attachment 5: DMS NEMT CY 2003
  - Attachment 6: NEMT Quality Assessment Improvement Plan
  - Attachment 7: NEMT Capitation Rate Development
- 8) Terms and Conditions

### 1.3 Available Documentation:

1.3.1 The offeror may obtain the following documents. For those documents not available on the Internet, the offeror may request a copy by contacting Buyer at the Division of Purchasing and Materials Management via fax at 573-526-9818 or by email to [karla.wiseman@oa.mo.gov](mailto:karla.wiseman@oa.mo.gov) or by mail to the Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102.

- a. Overview - Division of Medical Services. Available via the Internet at the Division of Medical Services' website: [www.dss.mo.gov/dms](http://www.dss.mo.gov/dms) (Look under Missouri Medicaid Description and Missouri Medicaid History).

- b. Provider manuals and bulletins available via the Internet at the Division of Medical Services' website: [www.dss.mo.gov/dms](http://www.dss.mo.gov/dms).
- c. Provider type/specialty cross-reference.
- d. Department of Social Services (DSS) meal and lodging reimbursement rates.
- e. Health Plan Record Layout Manual. Available via the Internet at the Services of Missouri Medicaid website: [www.medicaid.state.mo.us/](http://www.medicaid.state.mo.us/)
- f. Monthly NEMT call volume for calendar year 2003

#### **1.4 Attachments:**

- 1.4.1 The offeror is advised that Attachments 1 through 7 exist to this document which include information critical to the requirements of this RFP. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the State of Missouri website. Please refer to <https://www.moolb.mo.gov/Glue/default.asp>. It shall be the sole responsibility of the offeror to obtain the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.
- 1.4.2 All possible efforts have been made to ensure that the information provided in these relevant documents is complete and current. However, the offeror shall not assume that such information is indeed complete or current.

#### **1.5 Pre-Proposal Conference:**

- 1.5.1 A pre-proposal conference regarding this Request for Proposal will be held on November 16<sup>th</sup>, 2004 at 9:00 a.m. in the Interpretive Center of the James C Kirkpatrick State Information Center, 600 West Main Street, Jefferson City, Missouri.
  - 1.5.2 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
  - 1.5.3 Offerors may submit questions regarding the RFP prior to the Pre-Proposal Conference to allow time for the State of Missouri to prepare answers. However, the offeror should restate each question for verbal response during the Pre-Proposal Conference. Only those questions/answers which necessitate changes to the RFP will be included in an amendment, if any. Questions may be faxed to Karla Wiseman at 573-526-9818, or emailed to [karla.wiseman@oa.mo.gov](mailto:karla.wiseman@oa.mo.gov) or mailed to the Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102. All questions should be submitted by no later than noon [central time] on November 12<sup>th</sup>, 2004.
  - 1.5.4 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 1.6 Questions:** All questions regarding this Request for Proposal and/or the competitive procurement process must be directed to Karla Wiseman at the Division of Purchasing and Materials Management. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

#### **1.7 Background Information:**

- 1.7.1 The purpose of the Non-Emergency Medical Transportation (NEMT) program is to assure transportation to Medicaid/MC+ recipients who do not have access to free appropriate transportation to and from scheduled Medicaid/MC+ covered services.
- 1.7.2 The NEMT program provides for the arrangement of transportation and ancillary services by an NEMT broker. The broker may provide NEMT services either through direct service by the broker and/or through subcontracts between the broker and subcontractor(s).
- 1.7.3 The Missouri NEMT program was structured to utilize and build on the existing transportation network in the state.
- 1.7.4 The Division of Medical Services has previously contracted for these services through C300093001. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/webimaging/Homepage.htm>. In addition, all proposal and evaluation documentation leading to the award of the expiring contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z00093 or the contract number C300093001 when searching for these documents. In addition, information may also be found by referencing Bid number B3Z04157.
- 1.7.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.
- 1.7.6 Additional information regarding prior NEMT providers may be found in Attachment 5.
- 1.8 Definitions - For purposes of this RFP, the following definitions for the terms listed below shall apply:

Action	The denial, termination, suspension, or reduction of an NEMT service.
Ancillary Services:	Meals and lodging are part of the transportation package for recipients under the age of 21 when the recipient requires a particular medical service which is only available in another city, county, or state and the distance and travel time warrants staying in that place overnight.
Appeal	The formal mechanism which allows a provider the right to appeal a grievance decision.
Attendant	An individual who goes with a recipient under the age of 21 to the Medicaid/MC+ covered service to assist the recipient because they cannot travel alone or a long distance without assistance. An attendant is an employee of, or hired by the broker or an NEMT provider.
Basic access county	Counties with a population between fifty thousand (50,000) persons and one hundred ninety-nine thousand, nine hundred ninety-nine (199,999) persons.
Broker:	Contracted entity responsible for enrolling and paying providers, determining the least expensive and most appropriate type of transportation, authorizing transportation and ancillary services, and arranging and scheduling transportation for eligible recipients to Medicaid/MC+ covered services.
Clean Claim	A claim that can be processed without obtaining additional information from the provider of the service or from a third party.

Complaint	A verbal or written expression by a provider which indicates dissatisfaction or dispute with a recipient, broker policies and procedures, claims, or any aspect of broker functions.
DCN:	Departmental Client Number. A unique eight-digit number assigned to each individual who applies for Medicaid/MC+ benefits. The DCN is also known as the Medicaid/MC+ Identification Number.
Emergency:	A medical or mental health condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention could reasonably be expected to result in placing the recipient's physical or mental health (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious harm to self or others due to an alcohol or drug abuse emergency, injury to self or bodily harm to others, or with respect to a pregnant woman having contractions: (1) that there is inadequate time to effect a safe transfer to another hospital before delivery, or (2) that transfer may pose a threat to the health or safety of the woman or the unborn.
Fraud:	Any type of intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to the entity, himself, or some other person.
Free Transportation	Any appropriate mode of transportation that can be secured by the recipient without cost or charge, either through volunteers, organizations/associations, relatives, friends, or neighbors.
Grievance (Recipient)	A verbal or written expression of dissatisfaction from the recipient about any matter, other than an action. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, condition of mode of transportation, aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the recipient's rights.
Grievance (Provider)	A written request for further review of a provider's complaint that remains unresolved after completion of the complaint process.
Inquiry	A request from a provider regarding information that would clarify broker's policies and procedures, or any aspect of broker function that may be in question.
Most Appropriate	The mode of transportation that accommodates the recipient's physical, mental, or medical condition.
Medicaid/MC+ Covered Services:	Covered services under the Medicaid/MC+ program.
Medically Necessary:	Service(s) furnished or proposed to be furnished that is (are) reasonable and medically necessary for the prevention, diagnosis, or treatment of a physical

or mental illness or injury; to achieve age appropriate growth and development; to minimize the progression of a disability; or to attain, maintain, or regain functional capacity; in accordance with accepted standards of practice in the medical community of the area in which the physical or mental health services are rendered; and service(s) could not have been omitted without adversely affecting the recipient's condition or the quality of medical care rendered; and service(s) is (are) furnished in the most appropriate setting. Services must be sufficient in amount, duration, and scope to reasonably achieve their purpose and may only be limited by medical necessity.

Medical Service Provider:	An individual firm, corporation, pharmacy, hospital, nursing facility, or association that is enrolled in Missouri Medicaid/MC+ as a participating provider of service.
NEMT Services	Non-Emergency Medical Transportation (NEMT) Services are a ride, or reimbursement for a ride, and ancillary services provided so that a Medicaid/MC+ recipient with no other transportation resources can receive Medicaid/MC+ covered services from a medical service provider. By definition, NEMT does not include transportation provided on an emergency basis, such as trips to the emergency room in life-threatening situations.
Public Entity:	State, county, city, regional, non-profit agencies, and any other entity, who receive state general revenue or other local monies for transportation and enter into an interagency agreement with the Division of Medical Services to provide transportation to a specific group of eligibles.
Recipient:	A person determined by the Department of Social Services, Family Support Division (FSD) to be eligible for a Missouri Medicaid or MC+ category of assistance.
Rural access county	Counties with a population of fewer than fifty thousand (50,000) persons.
Urban access county	Counties with a population of two hundred thousand (200,000) or more persons.
Urgent:	A serious, but not life threatening illness/injury. Examples include, but are not limited to, high temperature, persistent vomiting or diarrhea, symptoms which are of sudden or severe onset but which do not require emergency room services, and persistent rash. Urgent care is determined by the recipient's medical care provider. An appointment shall be considered urgent if the medical service provider grants an appointment within 5 days of the recipient's request.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The broker shall ensure the provision of Non-Emergency Medical Transportation (NEMT) services for recipients to Medicaid/MC+ covered services for the Department of Social Services, Division of Medical Services (referred to hereinafter as "state agency") in accordance with the provisions and requirements stated herein.

- 2.1.2 The broker shall provide NEMT services to eligible recipients in all of the following regions of the State (see Attachment 1):
- a. Aged, Blind and Disabled (ABD) Region One: St. Louis City, St. Louis County, Jefferson County, Franklin County, St. Charles County.
  - b. Aged, Blind and Disabled (ABD) Region Two: Platte County, Clay County, Cass County, Jackson County, Johnson County, Lafayette, Ray County.
  - c. Aged, Blind and Disabled (ABD) Region Three: All other Missouri Counties not listed in 2.1.2.a and 2.1.2.b.
  - d. Medical Assistance for Families, Children and Pregnant Women Statewide Region: All Missouri counties and St. Louis City.
- 2.1.3 Unless otherwise stated herein, the broker shall submit to the state agency for written prior approval all policies and procedures, recipient notices, recipient letter templates, recipient education material, provider notifications, etc., required herein within thirty (30) days of contract award. Written recipient material must use easily understood language and format and must be available in alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example, are visually limited or have limited reading proficiency. Written recipient material must be at no higher than a sixth grade reading level. The broker shall incorporate and implement any revisions identified by the state agency to the broker's policies and procedures, recipient notices, recipient letter templates, recipient education material, provider notifications, etc., within the time frame specified by the state agency. The broker shall submit any state requested modifications, alterations, or changes to such policies and procedures, recipient notices, recipient letter templates, recipient education material, provider notifications, etc., to the state agency for review and approval at least 30 days prior to implementation.
- 2.1.4 The broker shall not use the state agency's or the Department of Social Services' name, logo, or other identifying marks on any of the materials produced or issued without the prior written approval of the state agency.

## **2.2 Broker Administration:**

- 2.2.1 The broker shall provide sufficient administrative and organizational staff to perform, at a minimum, the functions of the positions described below. The broker shall ensure that all staff has appropriate training, education, experience, liability coverage, and orientation to fulfill the requirements of the positions. The broker shall also provide adequate clerical and support staff to assist in the performance of these functions.
- a. Administrator/Director: The broker shall have a full time administrator/director with clear authority over general administration and implementation of the provisions and requirements set forth herein.
  - b. Quality Manager shall implement and oversee all aspects relating to quality of services provided by the broker staff and subcontractors, and complaints from providers and recipients including fraud and abuse detection. Additionally, the Quality Manager shall be responsible for (1) the resolution, tracking, and reporting of all complaints and incidents as described herein; (2) ensuring that recipient satisfaction surveys are completed as required; and (3) monitoring and directing quality improvement when indicated.
  - c. Customer Service Manager shall oversee all aspects relating to customer service operations including determining the appropriateness of NEMT requests for specialized transportation including, but not

limited to: ambulance, stretcher van, out-of-state travel, transplant related issues, special circumstance transports, attendants, and dialysis patients.

- d. Compliance Manager shall perform compliance activities to ensure internal and subcontractor compliance with the provisions and requirements stated herein.
- e. Network Manager shall ensure a network of qualified providers sufficient to provide adequate access to all Medicaid/MC+ covered services.
- f. Chief Financial Officer (CFO) shall oversee the budget and accounting systems implemented by the broker.
- g. Customer Service Representative(s) shall coordinate communications with recipients and arrange appropriate NEMT services.

2.2.2 **Substitution of Personnel:** The broker agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the awarded proposal. The broker further agrees that any substitution made pursuant to this section must be equal or better than originally proposed. The broker shall fill vacancies in the key positions identified in 2.2.1 with permanent, qualified replacements within ninety (90) calendar days of the departure of the former staff member.

2.2.3 **Non-Discrimination in Hiring and Provision of Services:** The broker shall ensure that all federal and state laws, as amended, and policies of non-discrimination in hiring and the provision of services are strictly enforced. The broker shall comply with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; and the American Disabilities Act of 1990, as amended.

- a. The broker shall incorporate in its policies, administration, and delivery of services the values of:
  - 1) Honoring recipient's beliefs;
  - 2) Being sensitive to cultural diversity; and
  - 3) Fostering in staff and providers attitudes and interpersonal communication styles which respect the recipient's cultural backgrounds.
- b. The broker shall have specific policy statements on minority inclusion and non-discrimination and procedures to communicate the policy statements and procedures to subcontractors.
- c. The broker shall not discriminate in regard to the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If the broker declines to include individual or groups of providers in its network, the broker must give the affected providers written notice of the reason for its decision. This section may not be construed to:
  - 1) Require the broker to contract with providers beyond the number necessary to meet the needs of its recipients;
  - 2) Preclude the broker from using different reimbursement amounts for different modes of transportation or for different providers in the same mode of transportation; or
  - 3) Preclude the broker from establishing measures that are designed to maintain quality of services, control costs, and are consistent with its responsibilities to recipients.
- d. The broker shall accept recipients in the order in which they request services without restriction.



- e. The broker shall not on the basis of health status or need for health care services discriminate against eligible recipients.

### **2.3 Recipient Rights:**

- 2.3.1 Recipients shall have rights and protections as specified in 42 CFR 438.100 as specified below. The broker shall have written policies and procedures regarding recipient rights that apply to Non-Emergency Transportation services.
  - a. General Rule. The broker must comply with any applicable Federal and State laws that pertain to recipient rights and ensure that the broker's staff and providers take those rights into account when furnishing services to recipients.
  - b. Dignity and privacy. Each recipient is guaranteed the right to be treated with respect and with due consideration for his or her dignity and privacy.
  - c. Receive information on available treatment options. Each recipient is guaranteed the right to receive information on available treatment options and alternatives, presented in a manner appropriate to the recipient's condition and ability to understand.
  - d. Participate in decisions. Each recipient is guaranteed the right to participate in decisions regarding his or her health care, including the right to refuse treatment.
  - e. Free from restraint or seclusion. Each recipient is guaranteed the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
  - f. Copy of medical records. Each recipient is guaranteed the right to request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 CFR part 164.
  - g. Free exercise of rights. Each recipient is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the broker and the broker's providers or the state agency treat the recipient.

### **2.4 Administrative Requirements**

- 2.4.1 The broker shall maintain a Missouri business location that, at a minimum, should house the broker's quality assessment functions.
- 2.4.2 The broker shall maintain staff sufficient to perform the functions required herein for at least nine (9) consecutive hours during the hours of 7:00 a.m. through 7:00 p.m. (e.g., 8:00 a.m. through 5:00 p.m.), Monday through Friday. The broker may observe State designated holidays (refer to <http://www.state.mo.us/mo/moholidays.htm>) for its operations. If the broker observes different holidays, the broker must obtain the prior written approval of the state agency.
- 2.4.3 The broker shall maintain a toll free telephone number and other toll free voice and telecommunications devices for deaf recipients and shall be operational at least five (5) calendar days prior to service begin date.
- 2.4.4 The broker shall make interpreter services available as necessary to ensure recipients are able to communicate with the broker and providers and receive NEMT services. The broker shall use certified interpreters. The broker shall make all written recipient information available in the prevalent non-English

languages. In addition, the broker shall develop appropriate methods for communicating with the visual and hearing impaired recipients and accommodating the physically disabled.

2.4.5 The broker shall develop and implement customer service policies and procedures that at a minimum address the following:

- a. Call wait time;
- b. Call abandonment;
- c. Voice mail routing and response procedures;
- d. Telephone quality assessment procedures;
- e. Call tracking system; and
- f. Faxes and written correspondence.

2.4.6 The broker shall maintain the confidentiality of all recipient information and shall protect all information, data, and data elements collected, maintained, or used in the administration of the contract from unauthorized disclosure. The broker and all providers must provide safeguards that restrict the use or disclosure of information concerning recipients to purposes not directly connected with the administration of the contract. The broker shall follow the requirements of 42 Code of Federal Regulations Part 431, Subpart F, regarding confidentiality of information concerning applicants and recipients.

## **2.5 Information Requirements:**

2.5.1 The state agency shall provide the following information to recipients:

- a. How to obtain NEMT services, including authorization requirements, and any cost sharing requirements.
- b. NEMT services not included under this contract including how and where the recipient may obtain those benefits and any cost sharing requirements.
- c. Any restriction on freedom of choice among the broker's network of providers.
- d. Recipient rights and protections.
- e. The right to a State fair hearing including the method for obtaining the hearing and the rules that govern representation.
- f. Populations excluded from NEMT services.
- g. Description of NEMT service
- h. Summary of broker transportation providers.

## **2.6 Eligibility Requirements:**

2.6.1 The broker shall verify whether the individual seeking NEMT services is eligible for NEMT services on the date of transport by accessing eligibility information. The broker shall notify the recipient if the recipient is not eligible for NEMT services on the date of transport. The state agency shall make eligibility information available to the broker. Information regarding recipient eligibility and eligibility verification options may be found in Sections 1 and 3 of the Missouri Medicaid Provider Manuals located on the Internet at [www.dss.mo.gov/dms](http://www.dss.mo.gov/dms). The broker shall document and maintain the Medicaid/MC+ eligibility for each date of service. Eligibility may be verified through the following options:

- a. The broker may access eligibility based on a single DCN and date of service via the state agency's interactive voice response (IVR) system.

- b. The broker may submit DCNs via Internet access through the state agency's fiscal agent. Submission of a single DCN will be verified immediately. However, the broker may also submit a batch file of DCNs that will run overnight. The eligibility information will be available the next morning for downloading. The broker may access eligibility via the Internet at [www.emomed.com](http://www.emomed.com).
  - c. Point of Service (POS) carriers utilize POS terminals, similar to credit card swipe boxes, which provide a paper printout of eligibility information on a specific date of service. If used, the broker should maintain the paper printout as part of the recipient's record. Current POS carriers are:
    - 1) Envoy Company (800) 366-5716
    - 2) National Data Corporation (NDC) (800) 218-1500
    - 3) The Potomac Group (Medifax) (800) 444-4336
- 2.6.2 The broker must arrange NEMT services for the recipients eligible for NEMT services, as identified in Attachment 1.
- a. In addition, the broker must arrange NEMT services for one parent/guardian to accompany children under the age of 21, if requested.
  - b. The broker must also arrange NEMT services for an attendant, if appropriate, to accompany children under the age of 21.
- 2.6.3 The following recipients are not eligible for NEMT services provided by the broker:
- a. Recipients with the following Medicaid Eligibility (ME) codes: 02, 08, 09, 52, 55, 57, 59, 64, 65, 71, 72, 73, 74, 75, 76, and 80.
  - b. Recipients who have access to transportation at no cost to the recipient. However, such recipients may be eligible for ancillary services.
  - c. Recipients who have access to transportation through a Public Entity. However, such recipients may be eligible for ancillary services.
  - d. Recipients enrolled in MC+ managed care health plans.
  - e. Recipients who have access to NEMT through the Medicare program. The broker must become familiar with the Medicare coverage policy that is available at [www.cms.gov](http://www.cms.gov)
  - f. Recipients enrolled in the Hospice program. However, the broker shall arrange NEMT services for such recipients accessing Medicaid/MC+ covered services that are not related to the recipient's terminal illness.
- 2.6.4 The broker shall provide NEMT services to Medicaid/MC+ covered services that do not include transportation.
- a. Medicaid/MC+ covered services are listed in the provider bulletins and Missouri Medicaid Provider Manuals published on the Internet at [www.dss.mo.gov/dms](http://www.dss.mo.gov/dms). Any Missouri Medicaid Provider Manual not available on the Internet will be provided to the broker. The broker shall provide NEMT services to Medicaid/MC+ covered services in accordance with Medicaid/MC+ policy contained in provider bulletins and Missouri Medicaid Provider Manuals.

- b. Transportation to services included in the Mentally Retarded Developmental Disabilities (MRDD) Waiver program, Comprehensive Substance Treatment Abuse and Rehabilitation (CSTAR) program, community psychiatric rehabilitation services, and adult day health care services are arranged by those programs. Community psychiatric rehabilitation services only provide transportation to attend the psychosocial rehabilitation program and to receive medication services. The broker shall not be responsible for arranging NEMT services for these programs. However, the broker shall arrange NEMT services for the recipients to other qualified, enrolled medical service providers such as physician, outpatient, lab, etc.
  - c. The broker shall not arrange NEMT services to a pharmacy or Durable Medical Equipment (DME) provider that provides free delivery or mail order services. The broker shall not provide delivery of pharmacy or DME products in lieu of transporting the recipient.
  - d. The broker shall not provide NEMT services for Medicaid/MC+ covered services provided in the home such as personal care, home health, etc.
- 2.6.5 The recipient must request NEMT services to a Medicaid/MC+ qualified, enrolled medical service provider located within the travel standards set forth in 20 CSR 400-7.095, as amended (refer to Attachment 3). The state agency shall furnish a file on a monthly basis to the broker listing all Medicaid/MC+ enrolled medical service providers.
- a. The broker shall determine that the recipient is requesting NEMT services to a qualified, enrolled medical service provider, within the travel standards, willing to accept the recipient.
  - b. The broker must transport the recipient when the recipient has chosen a qualified, enrolled medical service provider who is not within the travel standards if the recipient is eligible for one of the exceptions listed below and can provide proof of the exception:
    - 1) The recipient has a previous history of other than routine medical care with the qualified, enrolled medical service provider for a special condition or illness.
    - 2) The recipient has been referred by an attending or local physician to a qualified, enrolled medical service provider for a special condition or illness.
    - 3) There is not a routine or specialty care appointment available within thirty (30) calendar days to a qualified, enrolled medical service provider within the travel standards.
- 2.7 Public Entity Requirements:** The state agency has existing interagency agreements with Public Entities (refer to Attachment 2) to provide access (subject to availability) to transportation services for a specific group(s) of recipients. The state agency shall notify the broker of changes to the list of Public Entities.
- 2.7.1 The broker shall refer recipients to Public Entities when the recipient qualifies for transportation services under such agreements.
- 2.7.2 The broker shall not contract with Public Entities to furnish transportation services to recipients qualifying for transportation services under the state agency's interagency agreement with the Public Entity.
- 2.7.3 However, the broker may contract with Public Entities to furnish transportation services for recipients who do not qualify for transportation services under the state agency's interagency agreement with the Public Entity.
- 2.8 Transportation Scheduling Requirements:** The broker shall develop and implement policies and procedures that detail the transportation scheduling operations of the broker for processing initial and continuing authorizations which include, but are not limited to, the requirements specified herein.

- 2.8.1 The broker must ensure that NEMT services are available 24 hours per day, 7 days per week, when medically necessary.
- 2.8.2 To provide adequate time for NEMT services to be arranged, the broker shall require no more than five (5) calendar days advance notice, with the exception of urgent care. The broker shall make an authorization decision for NEMT services and provide notice within one (1) business day of request or as expeditiously as the recipient's health requires as indicated by the medical care provider. The broker's policies and procedures must ensure consistent application of criteria for authorization decisions and consultation with the recipient's medical care provider when appropriate. NEMT service must be sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished.
- 2.8.3 Except as allowed herein, the broker must arrange the least expensive and most appropriate mode of transportation based on the recipient's medical needs. The modes of transportation that may be utilized by the broker include, but are not limited to:
- a. Public transit/bus tokens,
  - b. Gas reimbursement,
  - c. Para-lift van,
  - d. Taxi,
  - e. Ambulance (unless provided under the Missouri Medicaid/MC+ Ambulance Program),
  - f. Stretcher van,
  - g. Multi-passenger van, and
  - h. Fixed wing aircraft.
- 2.8.4 Prior to reimbursing a recipient for gas, the broker shall verify that the recipient actually saw a medical service provider on the date of request for gas reimbursement and verify the mileage from the recipient's trip origin to the trip destination. Mileage should be verified using the recipient's trip origin to the trip destination street address. If the street address is not available, the broker shall use the zip code for mileage verification.
- a. Gas reimbursement shall be made at the state agency's mileage allowance rate in effect on date of service.
- 2.8.5 The broker must not utilize public transit for the following situations:
- a. High-risk pregnancy,
  - b. Pregnancy after the eighth month,
  - c. High risk cardiac conditions,
  - d. Severe breathing problems, and
  - e. More than three block walk to the bus stop.
- 2.8.6 The broker shall obtain prior authorization from the state agency for out-of-state transportation to non-bordering states.
- 2.8.7 The broker shall direct or transfer recipients with requests that are of an emergency nature to 911 or an appropriate emergency (ambulance) service.
- 2.8.8 The broker shall ensure that the transportation provided to the recipients is comparable to transportation resources available to the general public (e.g. buses, taxis, etc.).
- 2.8.9 The broker shall develop and implement inclement weather policies and procedures for notifying providers and recipients. Policies and procedures shall include at a minimum:

- a. Staff training;
  - b. Methods of notification;
  - c. Recipient education; and
  - d. Transportation for life sustaining medical care (e.g. dialysis and chemotherapy).
- 2.8.10 The broker shall develop and implement policies and procedures for dialysis transportation requests. The broker shall coordinate dialysis transportation with the Missouri Kidney Program and dialysis center social workers to ensure duplication of services does not occur. Such policies and procedures must include, but is not limited to:
- a. Referring the recipient to the dialysis center social worker for coordination and request for transportation.
  - b. Approval and denial of thirty (30) day temporary transportation when recipient is awaiting processing of the Missouri Kidney Program application.
  - c. Approval and denial of continuous transportation when the Missouri Kidney Program refers the recipient to the broker.
- 2.8.11 The broker shall develop and implement policies and procedures regarding pick up and waiting times. The policies and procedures must ensure that recipients arrive promptly for appointments and do not wait excessively for their transportation.
- 2.8.12 The broker shall arrange NEMT services for hospital discharges (acute, psychiatric, and state hospitals).
- 2.8.13 **Special Circumstance Transports:** If requested by the state agency, the broker shall arrange NEMT services for special circumstance transports that are medically necessary but do not meet the general or specific requirements outlined herein.
- 2.8.14 The broker shall develop policies and procedures for notifying the recipient of the specific trip details including, but not limited to:
- a. Time frame for recipient notification;
  - b. The NEMT provider scheduled to pick up the recipient; and
  - c. The estimated time of pick up.
- 2.9 Ancillary Service Requirements:**
- 2.9.1 In addition to authorizing the transportation services, the broker shall authorize and arrange the least expensive and most appropriate ancillary services for children under the age of 21 and, if necessary, an attendant and/or one parent/guardian to accompany the child, if:
- a. The medical appointment requires an overnight stay, and
  - b. Volunteer, community, or other ancillary services are not available at no charge to the recipient.
- 2.9.2 If the recipient meets the criteria specified above, the broker shall also authorize and arrange ancillary services to eligible recipients who have access to transportation at no charge to the recipient or receive transportation from a Public Entity and such ancillary services were not included as part of the transportation service.
- 2.10 NEMT Services Action:** The broker shall provide written notification to the recipient at the time the broker takes an action as defined herein. The notice must indicate what action the broker has taken, the

reasons for the action, the recipient's right to request a State fair hearing, and how to request a State fair hearing. The broker shall review all actions for appropriateness and provide prior verbal notification of the action in addition to written notification. The broker shall consult with the recipient's medical service provider before taking an action based on medical necessity or urgent care. The broker may not arbitrarily take an action on NEMT services solely because of the diagnosis, type of illness, or condition. The broker's template for the action notification shall be prior approved by the state agency. The state agency may mandate certain language be used in the written notification.

- a. At the request of the state agency, the broker and provider shall prepare documents or reports, and if necessary, provide expert testimony in legal or administrative hearing commission proceedings related to the denial of NEMT services.
- b. The state agency shall maintain an independent State fair hearing process as required by federal law and regulation, as amended. The State fair hearing process shall provide recipients an opportunity for a State fair hearing before an impartial hearing officer. The parties to the State fair hearing include the broker as well as the recipient and his or her representative or the representative of a deceased recipient's estate. The broker shall comply with decisions reached as a result of the State fair hearing process. Recipients shall have the right to request information regarding:
  - 1) The right to request a State fair hearing.
  - 2) The procedures for exercising the rights to request a State fair hearing.
  - 3) Representing themselves or use legal counsel, a relative, a friend, or other spokesperson.
  - 4) The specific regulations that support, or the change in Federal or State law that requires the action.
  - 5) The recipient's right to request a State fair hearing, or in cases of an action based on change in law, the circumstances under which a hearing will be granted.
  - 6) A State fair hearing within 90 days from the broker's notice of action.

## **2.11 Additional Requirements:**

- 2.11.1 The broker shall develop and implement policies and procedures for educating recipients who consistently fail to utilize arranged NEMT services without notice to the broker and/or who demonstrate abusive behavior/misconduct.

## **2.12 Provider Requirements:**

- 2.12.1 The broker shall maintain a network of appropriate providers that is sufficient to provide adequate access to all Medicaid/MC+ covered services. In establishing and maintaining the network, the broker must consider the following:
  - a. The anticipated Medicaid/MC+ enrollment;
  - b. The expected utilization of services taking into consideration the characteristics and health care needs of Medicaid/MC+ populations;
  - c. The numbers and types (in terms of training, experience, and specialization) of providers required to furnish services;
  - d. The capacity of providers to provide services; and
  - e. If the broker is unable to provide necessary NEMT services to a particular recipient utilizing the services of an in-network provider, the broker must adequately and timely provide the services for the recipient utilizing the services of a provider outside the broker's network, for as long as the broker is unable to provide such services utilizing an in-network provider. Out-of-network providers must coordinate with the broker with respect to payment. The broker must ensure that cost to the recipient is no greater than it would be if the services were furnished utilizing the services of an in-network provider.

- 2.12.2 The broker must develop and implement written policies and procedures for selection and retention of providers. The broker must demonstrate that the broker's providers are appropriately credentialed. The broker's policies and procedures for selection and retention of providers shall not discriminate against particular NEMT providers that serve high-risk populations or specialized conditions that require costly modes of transportation.
- 2.12.3 The broker and all transportation providers shall comply with applicable city, county, state, and federal requirements regarding licensing and certification of all personnel and vehicles.
- 2.12.4 The broker shall ensure the safety of the recipients while being transported. The broker shall ensure that the vehicles operated by the transportation providers are in compliance with federal motor vehicle safety standards (49 Code of Federal Regulations Part 571). This provision does not apply when the broker provides direct reimbursement for gas.
- 2.12.5 The broker and all transportation providers' vehicles shall meet the following requirements:
- a. All vehicles shall be legally licensed;
  - b. All vehicles shall receive a vehicle safety inspection, as required by state law and shall be clean and in good repair;
  - c. All vehicles shall carry the following safety equipment:
    - 1) Extra electrical fuses;
    - 2) Fire extinguisher, ABC type;
    - 3) Three (3) reflective orange triangles or similar emergency warning devices;
    - 4) Spare tire and jack unless the transportation provider is radio/phone equipped and able to summon assistance;
    - 5) Flashlight;
    - 6) Ice scraper;
    - 7) Emergency first-aid kit; and
    - 8) Blood-borne pathogen kit.
  - d. All vehicles shall have an available seat for each passenger that is securely fastened to the floor of the vehicle. Cars and vans shall have a useable seat belt, including seat belt extenders as needed, for each person being transported;
  - e. All vans and buses shall have accessible emergency exit(s) with appropriate emergency procedures posted in compliance with Federal Motor Vehicle Safety Standard No. 217; and
  - f. All vans and buses shall have a stationary or removable step to aid entry and exit of the vehicle. This step shall be capable of safely supporting three hundred pounds (300 lbs.); shall be placed no more than twelve inches (12") above ground level; and shall have a nonskid top surface no less than eight inches by twelve inches (8" x 12"). Removable steps shall be properly secured while the vehicle is in motion.
- 2.12.6 The broker and all transportation providers shall follow vehicle requirements transporting an individual remaining in a wheelchair as follows:
- a. Wheelchair safety locks shall be available and used when a wheelchair is in use during transport if a vehicle is ramp/lift equipped;
  - b. All wheelchair lifts used on vehicles shall be certified as being capable of regularly servicing a minimum capacity of six hundred (600 lbs.); and
  - c. All wheelchair ramps used on vehicles shall be certified as being capable of regularly servicing a minimum capacity of four hundred pounds (400 lbs.).
- 2.12.7 The broker and all transportation provider's drivers shall observe the following safety precautions:



- a. Assure that all passengers are seated before vehicle is put into motion;
  - b. Require passengers to use seat belts;
  - c. Not allow firearms, alcoholic beverages in opened containers, unauthorized controlled substances, or highly combustible materials to be transported in vehicle;
  - d. Allow service animals in the vehicle, as needed; however, other animals shall not be allowed;
  - e. Assure that all packages are safely stored before putting the vehicle in motion;
  - f. Assist each passenger in entering and exiting the vehicle as needed;
  - g. Assure that passengers enter and exit the vehicle in unobstructed and safe locations;
  - h. Observe all posted speed limits and modify driving according to weather hazards;
  - i. Not use alcohol prior to or while driving;
  - j. Not use any prescribed or patent medication that may impair driving ability prior to or while driving; and
  - k. Not smoke during transport of recipients.
- 2.12.8 The broker shall require transportation providers to maintain vehicles and document maintenance resulting from, but not limited to:
- a. Breakdowns and road service (numbers, types, frequency, etc.);
  - b. Vehicle inspections including, at a minimum, cleanliness, safety, and equipment.
  - c. Preventive maintenance including, daily vehicle pre/post-trip inspection reports, and scheduled service.
  - d. Fire Extinguishers
  - e. First Aid Kit 16 unit
  - f. Triangle Flare Kit
  - g. Blood Borne Disease Kit
- 2.12.9 The broker shall maintain evidence of providers' non-compliance or deficiencies, as identified either through individual reports or as a result of monitoring activities, the corrective action taken, and improvements made by the provider. The broker shall furnish such evidence to the state agency upon request.
- 2.12.10 The broker shall maintain a current list of transportation providers by region and continue to identify and update new or existing transportation providers as necessary.
- a. When the state agency or the broker recognizes that inadequate amounts or no transportation providers are available within low access areas of the state, the broker shall develop such resources.
  - b. The broker must furnish a plan of action to the state agency on the broker's progress toward development of a transportation provider network in such low access areas.
  - c. The broker must furnish a current list of transportation providers upon request by the state agency.
- 2.12.11 **Identification of Debarred Individuals or Excluded Providers in Network:** The broker shall exclude providers from the broker's network that have been identified as having Office of Inspector General (OIG) sanctions, having failed to renew their license or certification registration, having a revoked professional license or certification, having been excluded from participation in Federal health care programs under either section 1128 of the Social Security Act, or having been terminated by the state agency. The broker can access debarred and OIG sanction information on the Internet. The state agency or its authorized agent shall conduct a periodic review to determine if appropriate exclusions and corrective action have occurred. The broker shall terminate contracts with providers who have been determined to have been convicted of fraud or abuse.

2.12.12 Before delegating any functions and responsibilities to any provider, the broker shall evaluate the prospective provider's ability to perform the activities to be delegated. The broker shall have policies and procedures to monitor the providers' performance to ensure that such providers comply with the provisions of the subcontract. In addition, the broker shall fully investigate and timely respond to issues involving providers upon request of the state agency. The broker's monitoring activities shall include the following items:

a. Service:

- 1) Accident/Incident Reporting (types, frequency, etc.).
- 2) Service Statistical Reporting (passengers carried, trip purposes, number of no-shows and/or cancellations, etc.).
- 3) Inquiry, complaint, grievance, and appeal procedures for providers.
- 4) Grievance procedures for recipients.

b. Driver and Attendant:

- 1) Appropriate and valid driver's license.
- 2) Attendants have appropriate certification or license for the function they are performing.
- 3) All drivers and attendants, including volunteer drivers and attendants, must have an acceptable (clean) history including, at a minimum, driving record, child/elderly abuse violation report, and criminal record.
  - The broker must ensure that the current laws regarding drug and alcohol testing are enforced for all drivers and attendants.
  - The broker must ensure that there is a driver's health record. The health record shall contain documentation signed by the driver, that no physical or health limitation exists that prevents competent operation of the motor vehicle or ability to assist any recipient in and out of the vehicle who requires or requests such.
  - The broker must require all drivers and attendants complete a Missouri State Highway Patrol Request for Criminal Record Check (SHP-158F). All new drivers and attendants must complete and submit the Criminal Record Check to the Missouri State Highway Patrol within forty-eight (48) hours of employment, or within 48 hours of beginning volunteer services, and before performing any services for recipients. However, such drivers and attendants may perform services for recipients prior to the results of the Criminal Record Check being received, so long as they have stated on their employment/volunteer application that they have no criminal convictions, findings of guilt, pleas of guilty, or pleas of nolo contendere that would disqualify them from serving as a driver or attendant.
  - The broker shall develop and implement policies and procedures regarding the utilization of any individual as a driver or attendant with a felony conviction. The policies and procedures shall include, but not be limited to, the following provisions:
    - i. At a minimum, no personnel shall have any felony criminal convictions, or have plead guilty to any felony offense or have plead nolo contendere to any felony crime or have been found guilty of any felony offense in this state or any other state which if committed in Missouri would be a class A or B felony violation of chapter 565, 566 or 569, RSMo, or any violation of subsection 3 of section 198.070, RSMo, or section 568.020, RSMo, or any felony offense wherein the offense occurred five (5) years or

less immediately prior to delivery of NEMT services if such offense involved theft, theft by deceit, fraud, forgery, stealing, sale or possession of contraband drugs, or any felony involving violence.

- ii. No person shall be utilized who has ever plead guilty or nolo contendere to any offense or been convicted of any offense or been found guilty of any offense, misdemeanor or felony, of a sexual nature.
  - The broker shall not utilize any person as a driver or attendant who has a return notification from the Background Screening/Investigation Unit of the Children's Division which indicates the person has had a confirmed incident in the past three years which show the following:
    - i. The Children's Division information will confirm incidents by date, category of abuse, severity, and conclusion. The following return notifications require denial of the delivery of NEMT services:
      - ❖ Category is shown as physical abuse or sexual maltreatment;
      - ❖ Severity is shown as moderate, serious/severe, permanent damage, or fatal; and
      - ❖ Conclusion is listed as court adjudicated or probable cause.
  - The broker shall not utilize any person as a driver or attendant whose name appears on the Department of Social Services, the Department of Mental Health, or the Department of Health and Senior Services Employee Disqualification List (EDL).
  - The broker shall not utilize any person as a driver or attendant whose name, when checked against the Family Care Safety Registry, registers a "hit" on any list maintained and checked by the registry.
  - The broker shall not retain a driver who:
    - i. Has been convicted of driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of NEMT services.
    - ii. Has had their driver/chauffeur's license revoked within three (3) years prior to delivery of NEMT services.
  - Should the broker or any provider utilize any person, pursuant to this contract, whose criminal record violates these provisions, it shall constitute a material breach of the contract and the state agency may take immediate corrective action.
- 4) Experience and education including completion of safety courses, driver training courses, passenger assistance courses, etc., for each driver and each attendant. Driver training must include (1) defensive driving, (2) use of common assistive devices by elderly and handicapped persons, (3) methods of handling wheelchairs, (4) methods of moving, lifting, and transferring passengers with mobility limitations or who use assistive devices, (5) operation of lifts, ramps, and wheelchair securement devices if the vehicle to be operated is equipped with them, (6) use of a fire extinguisher, (7) methods of keeping accurate and accountable records or reports, or both, (8) instructions on proper actions to be taken in problem situations (e.g., emergency situations, passenger problems, and vehicle breakdowns), (9) basic first aid, (10) guidelines on when to attempt first aid or when to take alternative action, and (11) instruction on universal precautions regarding handling body fluids, including how to use a blood-borne pathogen kit.

**2.13 Payments to Providers:** The state agency permits the broker and providers to enter into payment arrangements intended to encourage and reward effective utilization management and quality of service. The state agency therefore shall give the broker and providers as much freedom as possible to negotiate mutually acceptable payment rates and payment time frames. All subcontracts shall contain the time frames for paying in-network providers for services. However, regardless of the specific arrangements the broker makes with providers, the broker shall make timely payments to both in-network and out-of-network providers, subject to the conditions described below. All disputes between the broker and in-network and out-of-network providers shall be solely between such providers and the broker. In the case of any disputes regarding payment for services between the broker and providers, the recipient shall not be charged for any of the disputed costs. This agreement shall only be overcome by written evidence of an agreement between the provider and the recipient indicating that the recipient accepts the status and liabilities of a private pay person. The broker shall make it clear to recipients that all NEMT services are available at no cost, subject to any applicable co-pays. The broker shall not provide incentives for employees or NEMT service providers to deny, limit, or discontinue medically necessary NEMT Services to any recipient.

**2.13.1 Claim Processing Requirements:** The broker shall process claims in accordance with the following:

- a. If a claim is not paid within ten working days after receipt of a claim by the broker, the broker shall:
  - 1) Send an acknowledgment to the provider of the date of receipt; or
  - 2) Send notice of the status of the claim to the provider that includes a request for additional information if the claim is not considered a “clean claim”.
- b. Within fifteen days after receipt of additional information by the broker, the broker shall either (1) pay the claim or any undisputed part of the claim, or (2) send a notice of receipt and status of the claim:
  - 1) That denies all or part of the claim and specifies each reason for denial; or
  - 2) That makes a final request for additional information.
- c. Within fifteen days after the day on which the broker receives the additional requested information in response to a final request for information, the broker shall pay the claim or any undisputed part of the claim or deny or suspend the claim.
- d. The broker shall pay, deny, or suspend the claim on or before the forty-fifth (45th) day from the date of receipt of the claim.
- e. The broker shall communicate denials of claims with the provider and shall include the specific reason why the claim was denied.
- f. For requests for additional information, the broker shall specify what additional information is necessary to process the claim for payment. Information requested shall be reasonable and pertain to the broker’s determination of liability.

**2.13.2 Backdated Medicaid/MC+ Eligibility:** The broker shall reimburse providers for any allowable NEMT services that were delivered during the backdated eligibility period. Providers shall have a period of one year from date of service to make such a claim.

**2.13.3 Inappropriate Payment Denials:** If the broker has a pattern of inappropriately denying or delaying payments for services, the broker may be subject to (1) the state agency’s withholding of full or part of the

capitation payments, (2) contract cancellation, or (3) the State of Missouri's refusal to contract with the broker in a future time period.

2.13.4 The broker shall not hold a recipient liable for the following:

- a. The debts of the broker, in the event of the broker's insolvency;
- b. Services provided to the recipient in the event the broker fails to receive payment from the state agency for such services;
- c. Services provided to the recipient in the event a provider fails to receive payment from the state agency or broker for such services; or
- d. Payments to a provider to the extent that those payments are in excess of the amount that would be owed by the recipient if the broker had directly provided the services.

2.13.5 **Copayment Requirements:** If instructed by the state agency, the broker shall collect a \$3.00 copayment for each NEMT service provided under the provisions of this contract. The \$3.00 copayment will be charged regardless if the trip is a single destination trip, a round trip or a multiple destination trip. The broker shall retain the copayment as part of the reimbursement for NEMT services provided. Implementation of this copayment plan is contingent upon federal approval of a State Plan Amendment regarding copayment for NEMT services.

- a. The following groups of recipients are exempt from copayments for NEMT services:
  - 1) Children under the age of 18 years;
  - 2) Pregnant women; and
  - 3) Individuals in a long-term care facility.
- b. Public transit and gas reimbursement modes of transportation are exempt from copayments.
- c. The broker and providers shall not deny NEMT services when the recipient cannot pay their copayment requirement.

## **2.14 Reporting and Records Retention Requirements:**

2.14.1 The broker shall submit the quarterly reports specified herein by the dates specified below:

- a. 1<sup>st</sup> Quarter – May 15<sup>th</sup> of each year
- b. 2<sup>nd</sup> Quarter – August 15<sup>th</sup> of each year
- c. 3<sup>rd</sup> Quarter – November 15<sup>th</sup> of each year
- d. 4<sup>th</sup> Quarter – February 15<sup>th</sup> of each year

2.14.2 **Quarterly Telephone Report:** The broker must furnish the state agency with Quarterly Telephone Reports listing telephone and voice mail statistics. The broker shall develop the format of the report subject to state agency approval.

2.14.3 On a quarterly basis, the broker must submit a report that contains an evaluation of recipient grievances and provider complaints, grievances, and appeals related to NEMT services during the previous quarter. The broker shall submit the quarterly report electronically to the state agency in a format specified by the state agency. The current report format may be found in the QA & I Plan in Attachment 6. Changes to the report format must be approved by the state agency prior to submission.

2.14.4 The broker must notify the state agency by the next business day of any accident or injury to a recipient during transport, loading, or offloading, including the name of the insurance company furnishing liability coverage.

- a. The broker must develop and implement policies and procedures concerning the reporting of accidents.

**2.14.5 Financial Data Reporting:**

- a. The broker shall submit unaudited quarterly financial data reports for their NEMT services book of business to the state agency. The broker shall submit the quarterly report in the format specified by the state agency in Attachment 4. Changes to the report format must be approved by the state agency prior to submission.

- b. The broker shall submit an annual independent audit covering each calendar year in accordance with GAAP and generally accepted auditing standards. The audit shall include, but may not be limited to, the Balance Sheet, Income Statement, Statement of Retained Earnings, and Statement of Cash Flow. By June 1 of each year, the broker shall submit a copy of the audit to the state agency and provide an attestation to the completeness and accuracy of the information reported to the State of Missouri in Attachment 4. The audit should focus on the data for the most recent, complete calendar year and follow the guidelines included in Attachment 4.

- c. The quarterly financial data reports and the annual audit must be certified by one of the following:

- 1) The broker's Chief Executive Officer
- 2) The broker's Chief Financial Officer
- 3) An individual who has delegated authority to sign for, and who reports directly to, the broker's Chief Executive Officer or Chief Financial Officer.

- d. The certification must attest, based on best knowledge, information, and belief, as follows:

- 1) To the accuracy, completeness, and truthfulness of the data.
- 2) To the accuracy, completeness, and truthfulness of the quarterly reports and annual audit.

- e. The broker must submit the certification concurrently with the quarterly financial data reports and annual audit.

2.14.6 The broker shall maintain and retain all financial and programmatic records, supporting documents, statistical records, and other records of recipients for five (5) years. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the broker shall retain the records until completion of the action and resolution of all issues which arise from it or until the end of the regular five (5) year period, whichever is later.

- a. The broker shall retain the source records for the broker's data reports for a minimum of five (5) years and must have written policies and procedures for storing this information.

2.14.7 For each recipient, the broker shall maintain an electronic daily contact/request log for all NEMT service requests. The broker shall submit specific information from the log to the state agency, upon request. The daily contact/request log shall contain, at a minimum, the information listed below.

- a. Recipient's name;
- b. Recipient's date of birth;
- c. DCN;

- d. Requestor's name, if other than recipient;
- e. Date and time of request;
- f. Mode of transportation requested (fixed bus route, special transportation needs such as, but not limited to, wheelchair, assisted, etc.);
- g. Mode of transportation authorized;
- h. Justification of mode of transportation authorized;
- i. Scheduled time of pick-up;
- j. Scheduled time of drop-off;
- k. Pick-up address;
- l. Drop-off address;
- m. Name of medical service provider;
- n. Date of appointment;
- o. Time of appointment;
- p. Minimal description of medical necessity of the transportation (e.g. dialysis, chemotherapy, etc.);
- q. Ancillary services authorized;
- r. Assigned transportation provider;
- s. Date and time of notification of the transportation provider;
- t. Date, time, and method of recipient notification;
- u. Broker staff referring, authorizing, or denying request; and
- v. Notation and reason for trip cancellations by the recipient, broker, or transportation provider.

2.14.8 The broker shall require the drivers to maintain a daily log containing, at a minimum, the following information. A copy of all drivers' daily logs shall be maintained by the broker and/or the NEMT providers. The driver's daily log is excluded for public transit and gas reimbursement modes of transportation.

- a. Driver's full name, printed as it appears on his/her drivers license;
- b. Driver's signature;
- c. If applicable, attendant's full name, printed;
- d. If applicable, attendant's signature;
- e. Actual pick up time (clearly designate time using either a.m. or p.m. designation or military time) for each authorized recipient;
- f. Actual pick up address;
- g. Actual drop off time (clearly designate time using either a.m. or p.m. designation or military time) for each authorized recipient;
- h. Actual drop off address;
- i. Indication if the recipient does not accept the authorized trip (no-show);
- j. Name of person transported;
- k. DCN of person transported; and
- l. Recipient or parent/guardian signature and date.

**2.15 Recipient Grievance Process:** The broker shall have a system in place for recipients which includes a grievance process and access to the state agency's fair hearing system.

2.15.1 The broker shall develop and implement written policies and procedures that detail the operation of the grievance process and provide simplified instructions on how to file a grievance and how to request a state fair hearing.

- a. The policies and procedures must be approved by the state agency prior to implementation.
- b. The policies and procedures shall be approved by the broker's governing body and be the direct responsibility of the governing body.

- c. The policies and procedures shall identify specific individuals who have authority to administer the grievance process policies.
- d. The grievance process policies and procedures shall be readily available verbally and in the recipient's primary language and written in the prevalent non-English language spoken by a significant number of recipients in the state. In addition, the broker shall demonstrate that they have procedures in place to notify all recipients of grievance dispositions either verbally in the recipient's primary language or written in the prevalent non-English language spoken by a significant number of recipients in the state.
- e. As part of the grievance process, the broker shall ensure that broker executives with the authority to require corrective action are involved in the grievance process.
- f. The broker shall thoroughly investigate each grievance using applicable contractual provisions and the broker's written policies and procedures.
- g. The broker shall acknowledge receipt of each grievance in writing within ten (10) business days after receiving the grievance.
- h. The broker shall dispose of each grievance and provide written notice of the disposition of the grievance, as expeditiously as possible but shall not exceed thirty (30) days of the filing date.
- i. The broker may extend the timeframe for disposition of a grievance for up to fourteen (14) days if the recipient requests the extension or the broker demonstrates (to the satisfaction of the state agency, upon its request) that there is need for additional information and how the delay is in the recipient's interest. If the broker extends the timeframe, the broker must, for any extension not requested by the recipient, give the recipient written notice of the reason for the delay.
- j. A recipient may file a grievance either orally or in writing. A recipient's authorized representative including the recipient's provider may file a grievance on behalf of the recipient.
- k. The broker shall give recipients any reasonable assistance in completing forms and taking other procedural steps. This includes, but is not limited to, providing interpreter services and toll free numbers that have adequate TTY/TTD and interpreter capability.
- l. The broker shall ensure that individuals who make decisions on grievances are individuals who were not involved in any previous level of review or decision making.

#### **2.15.2 Recipient Grievance Record Keeping and Reporting Requirements**

- a. The broker shall log and track all grievances.
- b. The broker shall maintain records of grievances, whether received verbally or in writing, that include, a short, dated summary of the problems, name of the recipient, date of grievance, date of decision, and the disposition.
- c. The broker must report grievances to the state agency in the format and frequency specified by the state agency. The state agency shall provide the broker with no less than ninety (90) days notice of any change in the format or frequency requested.
- d. The state agency may publicly disclose summary information regarding the nature of grievances and related dispositions in consumer information materials.



**2.16 Provider Inquiries, Complaints, Grievances, and Appeals:** The broker shall establish an inquiry, complaint, grievance, and appeal process that guarantees the right for a review to any provider of NEMT services.

2.16.1 The broker shall develop and implement written policies and procedures which detail the operation of the provider inquiry, complaint, grievance, and appeal process and provide instructions on how to file a complaint, grievance, or appeal.

- a. The policies and procedures must be approved by the state agency prior to implementation.
- b. The policies and procedures shall be approved by the broker's governing body and be the direct responsibility of the governing body.
- c. The broker shall distribute an information packet to providers containing the complaint, grievance, and appeal policies and procedures, specific instructions regarding how to contact the broker's provider services, and identifies the person from the broker who receives and processes complaints, grievances, and appeals. The broker shall distribute the policies and procedures to in-network providers at time of subcontract and to out-of-network providers with the remittance advice of the processed claim.
- d. The process must be addressed in the broker's provider manual.
- e. The policies and procedures shall identify specific individuals who have authority to administer the inquiry, complaint, grievance, and appeal process.

**2.16.2 Provider Inquiry, Complaint, Grievance, and Appeal Process**

- a. **Inquiry:** The broker shall operate a provider services function, which providers can use to ask questions, file inquiries and complaints, and get problems resolved. The broker's provider services function shall be adequately staffed to receive telephone calls and meet personally with providers. The broker shall identify a person from the broker's organization specifically designated to receive and process complaints, grievances, and appeals. The broker shall probe the inquiries so as to validate the possibility of any inquiry actually being a complaint. The broker shall identify any inquiry patterns.
- b. **Complaint:** A complaint can be filed verbally or in writing within one year of the incident that resulted in a complaint. Complaints shall be resolved within ten (10) days of their filing. The provider(s) and broker should attempt to resolve complaints before proceeding to a grievance.
  - 1) At the time of the broker's decision regarding a complaint, the broker shall notify the provider in writing of their right to file a grievance with the broker. This notification must be prior approved by the state agency.
- c. **Grievance:** The broker shall provide a grievance process which providers can use to file their dissatisfaction with the complaint resolution. If a provider is dissatisfied with the complaint resolution, the provider may file a grievance in writing with the broker within ninety (90) days of the complaint resolution. The provider must deliver a written, substantiated disagreement with the complaint resolution to the broker. The broker must acknowledge the receipt of grievances in writing within ten (10) business days after receiving a grievance. Grievances shall be investigated by the broker and reviewed by a designated authority within the broker's organization. The broker shall reach decisions on grievances within thirty (30) days of their filing date.

- 1) At the time of the broker's decision regarding a grievance, the broker shall notify the provider in writing of their right to file an appeal with the broker. This notification must be prior approved by the state agency.
  - d. **Appeal:** The broker shall operate an appeals process through which providers can challenge a negative decision to their grievances. Providers shall have ninety (90) days following written notification of a grievance decision to appeal. The appeal must be filed in writing either by the provider or the provider's representative, or through the provider's instruction to the broker's representative that the provider wishes to appeal. Appeals shall be filed directly to the broker's governing body, or its delegated representatives. (The governing body may delegate this authority to an appeal committee, but the delegation must be in writing.). The appeal process shall include an opportunity for providers or their representatives to present their cases in person to the appellate body. The broker shall reach a final decision on an appeal within sixty (60) calendar days of receipt of the appeal, with extensions possible if approved by the state agency.
- 2.16.3 As a part of the provider inquiry, complaint, grievance, and appeal process, the broker shall:
- a. Ensure the broker's executives with the authority to require corrective action are involved in the complaint, grievance, and appeal process.
  - b. Thoroughly investigate each complaint, grievance, and appeal using applicable statutory, regulatory, and contractual provisions, and the broker's written policies and procedures. Pertinent facts from all parties must be collected during the investigation.
- 2.16.4 **Provider Inquiries, Complaints, Grievances, and Appeals Records/Reporting**
- a. The broker shall log and track all complaints, grievances, and appeals.
  - b. The broker shall maintain records of complaints that include a short, dated summary of each of the questions or problems, name of the complainant, date of complaint, the response, and the resolution. If the broker does not have a separate log for in-network providers, the log shall distinguish in-network providers from other broker providers.
  - c. The broker shall maintain grievance records that include a copy of the original grievance, the response, and the resolution. This system shall distinguish in-network providers from other broker providers and identify the grievant and the date of filing.
  - d. The broker must report provider complaints, grievances, and appeals to the state agency in the format requested by the state agency.
  - e. The broker must maintain records of all provider complaints, grievances, appeals, and resolutions.

**2.17 Quality Assessment and Improvement Requirements:**

- 2.17.1 The broker must comply with all the state agency's quality assessment and improvement criteria as described herein and within the Non Emergency Medical Transportation Quality Assessment and Improvement plan located in Attachment 6. The broker shall be held accountable for the ongoing monitoring, evaluation, and actions as necessary to improve the accessibility and delivery of NEMT services for recipients. The broker shall be held accountable for the quality of NEMT services delivered including care management in the delivery of appropriate transportation services. The state agency's quality assessment and improvement criteria shall consist of internal monitoring of the broker and reports

submitted to the state agency as required herein. The broker shall have a quality assessment and improvement program composed of:

- a. An internal system of monitoring, analysis, evaluation, and improvement of the delivery of NEMT services that includes all providers and must:
  - 1) Provide for regular utilization management and quality assessment reporting to the state agency, including profiling of provider utilization patterns.
  - 2) Provide for systematic data collection, analysis, and evaluation of performance and recipient results.
  - 3) Provide timelines for correction, and assign a specific staff person to be responsible for ensuring compliance and follow up.
- b. Designated staff for quality assessment, utilization management, and continuous quality improvement;
- c. Written policies and procedures for quality assessment, utilization management, and continuous quality improvement that are periodically analyzed and evaluated for impact and effectiveness; and
- d. Reports that are evaluated, recommendations that are implemented when indicated, and feedback furnished to providers and the state agency.

**2.17.2 Internal Staff and Responsibilities:** The broker's Quality Manager must:

- a. Be responsible for assisting the state agency in the process of continually developing, implementing, evaluating, and improving the written quality assessment and improvement criteria. The continuous improvement process shall include transportation delivery objectives, specific activities implemented from issues identified as a result of the on-going monitoring process, systems methodologies for continuous tracking of transportation delivery, and provider review.
- b. Be responsible for the broker's utilization management and quality assessment, assist the state agency in directing the development and implementation of the broker's internal quality assessment and improvement program, and monitor the quality of NEMT services that recipients receive.
- c. Review all potential quality issues and oversee development and implementation of continuous assessment and improvement of the quality of NEMT services provided to recipients.
- d. Utilize staff in an effective and efficient manner to monitor and assess the delivery of NEMT services.
- e. Specify the use of quality indicators that are objective, measurable, and based on current knowledge and experience.
- f. Monitor and report on the broker's referral process for Public Entity transportation resources.
- g. Ensure that all denied services are reviewed by the Quality Manager. The reason for the denial must be documented and logged.
- h. Monitor and report on the broker's process for ensuring the confidentiality of transportation records and recipient information.

- i. Communicate at least quarterly with the providers, including oversight of provider education, in service training, and orientation. Newsletter, web sites, and other media may be used to meet this requirement.
  - j. In addition to internal monitoring of quality of NEMT services, the broker shall submit annual reports to the state agency regarding the results of their internal monitoring, evaluation, and action plan implementation related to the Quality Assessment and Improvement Requirements. The annual reports shall be submitted to the state agency by the first Monday in April for every contract year.
- 2.17.3 **Recipient Fraud:** The broker shall implement internal controls, policies, and procedures designed to prevent, detect, review, report to the state agency, and assist in the prosecution of fraud and abuse activities by providers, subcontractors and recipients. The broker must document and report possible fraud or abuse activity to the state agency within ten (10) days of the identification of suspected fraud or abuse activity. The broker and its subcontractors shall cooperate fully in any state reviews or investigations and in any subsequent legal action. The broker must implement corrective actions in instances of fraud and abuse detected by the state agency or other authorized agencies or entities. The broker is not authorized to pursue potential recipient fraud, but must notify the state agency of cases of potential recipient fraud. The following list includes, but is not limited to, examples of recipient actions that may indicate potential recipient fraud:
- a. Knowingly requesting NEMT services for an individual or other family members to a non-medical destination, including associated action to avoid detection.
  - b. Identification of card loaning to non-Medicaid/MC+ recipients.
  - c. Fraud and abuse associated with bus passes as a negotiable instrument.
  - d. Unreported receipt of transportation assistance (e.g., bus passes) from more than one program.
  - e. Falsifying documents to attain eligibility or to justify the need for NEMT services.
  - f. Failure to report discontinuation of medical treatment following continuous authorization.
  - g. Receiving kickbacks (e.g., money, property, or favors) from the broker, a subcontractor, or one of its employees.
  - h. Misrepresenting a recipient's access to or ability to use other means of transportation.
  - i. Misrepresenting a medical condition to justify the need for NEMT services.
- 2.17.4 **Provider Fraud:** The broker shall implement internal controls, policies, and procedures designed to prevent, detect, review, report to the state agency, and assist in the prosecution of fraud and abuse activities by providers, subcontractors and recipients. The broker must document and report possible fraud or abuse activity to the state agency within ten (10) days of the identification of suspected fraud or abuse activity. The broker and its subcontractors shall cooperate fully in any state reviews or investigations and in any subsequent legal action. The broker must implement corrective actions in instances of fraud and abuse detected by the state agency, or other authorized agencies or entities. The following list includes, but is not limited to, examples of potential provider fraud and abuse:
- a. Submitting false claims, including billing for services not rendered or billing for multiple family members when only one member is actually transported, billing groups at single rates, double billing, inflating mileage, billing round trip for one way service, billing for transportation to a non-Medicaid/MC+ covered service, etc.

- b. Misrepresenting recipient need for service or mode of transportation required, including inappropriate use of higher-level ambulance services.
  - c. Providing a type of service or level of quality below what is purchased (e.g., transporting recipients in unapproved vehicles that do not meet safety or other standards; arriving late for appointments; hiring personnel without appropriate credentials; or failing to show up for a scheduled ride).
  - d. Kickbacks to recipients.
  - e. Falsifying records.
  - f. Falsifying the cost of providing the trip when reimbursement is cost-based.
  - g. Unbundling services that are part of another reimbursed service, such as billing for transportation to a service when transportation is included in the service rates.
  - h. Charging the broker more than other clients.
  - i. Balance billing the recipient.
  - j. Inappropriate administrative charges (e.g., charges that are inflated or not properly allocated among cost centers).
- 2.17.5 At the request of the state agency, the broker shall conduct aggregate or sample recipient satisfaction surveys to determine the overall efficiency and accessibility of NEMT services. The recipient satisfaction survey instrument must be approved by the state agency.
- 2.17.6 Annually, the broker shall conduct verification of a random sample of completed NEMT trips by region to verify that eligible medical services were provided. The sample must be statistically valid. The broker shall submit the results of the sample to the state agency in an electronic format by February 15<sup>th</sup> of each year.
- 2.18 Remedies for Violation, Breach, or Non-Compliance of Contract Requirements:**
- 2.18.1 **Liquidated Damages for Failure to Provide NEMT Services:** In the event the state agency determines the broker failed to provide one or more of the NEMT services specified in the contract, the state agency shall direct the broker to provide such service. If the broker continues to refuse to provide the NEMT service(s), the state agency shall authorize the recipient to obtain the service from another source and shall notify the broker in writing that the broker shall be charged the actual amount of the cost of such service. In such event, the charges to the broker shall be obtained by the state agency in the form of deductions of that amount from the next monthly capitation payment made to the broker. With such deductions, the state agency shall provide a list of the recipients from whom payments were deducted, the nature of the service(s) denied, and payments the state agency made or will make to provide the medically necessary NEMT services.
- 2.18.2 **Remedies for Failure to Perform Administrative Services** - In the event the state agency determines that the broker has failed to perform an administrative function required per the requirements of the contract, the state agency shall notify the broker of the broker's failure to perform the required administrative service pursuant to the requirements of the contract and shall give the broker five (5) working days to develop an acceptable action plan for correcting the administrative services failure. For the purposes of these provisions, "administrative services" are defined as any contract requirements other than the actual provision of transportation services.

- a. *If the broker submits an action plan for correcting the failure and if the action plan is acceptable to the state agency, no action shall be taken at that time, provided the broker implements the corrective action as approved by the state agency.*
  - b. *If the broker fails to submit an action plan within the five days or if the broker does not implement the corrective action plan within the time frame stated in the action plan, the state agency shall withhold payment from the next capitation payment due the broker as stated below:*
    - 1) The amount withheld shall be up to three percent (3%) of the total amount of the next capitation payment due the broker.
    - 2) The state agency shall continue to withhold up to three percent (3%) until successful correction of the administrative services failure by the broker.
    - 3) After successful correction of the administrative services failure, the state agency shall pay the broker the total amount of all payments withheld.
  - c. *If the broker implements the corrective action according to the approved action plan but does not successfully correct the administrative services failure within the time frame approved in the action plan, the state agency shall withhold payment from the next capitation payment due the broker as stated below:*
    - 1) The amount withheld shall be up to three percent (3%) of the total amount of the next capitation payment due the broker.
    - 2) The state agency shall continue to withhold up to three percent (3%) until successful correction of the administrative services failure by the broker.
    - 3) After successful correction of the administrative services failure, the state agency shall pay the broker the total amount of all payments withheld.
- 2.18.3 **Attorney Fees** - In the event the state agency should prevail in any legal action arising out of the performance or non-performance of the contract, the broker shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.
- 2.18.4 **Remedial Actions:** The state agency may pursue all remedial actions with the broker. The state agency will work with the broker and the broker's providers to change and correct problems and will recoup funds only if the broker fails to correct a problem within a timely manner.
- 2.18.5 In addition to above referenced described rate adjustments and remedies, if the state agency determines that the broker is not taking proper action to correct the identified failures, the state agency shall have the right to implement any other legal processes deemed necessary including cancellation of the contract, recovery of damages, etc.

## **2.19 Claims Processing and Management Information System**

- 2.19.1 The broker shall have a Claims Processing and Management Information System (MIS) capable of maintaining satisfactory performance throughout the life of the contract. The Claims Processing and MIS system shall have the capability to transmit and receive data, and support provider payments and data reporting requirements as specified herein. The Claims Processing and MIS system shall have the capability to process claims, maintain provider network data, and submit encounter data. The Claims Processing and MIS system should be of sufficient capacity to expand as needed due to utilization or program changes.

2.19.2 The broker shall transmit encounter data and all required fields in accordance with the Health Plan Record Layout Manual, as amended. (The Health Plan Record Layout Manual is available via the Internet at: [www.medicaid.state.mo.us](http://www.medicaid.state.mo.us).)

a. The broker shall submit encounter data for all services provided including those services that are reimbursed by the broker through a capitated arrangement or other subcontractual arrangement.

1) The encounter data must be certified by one of the following:

- The broker's Chief Executive Officer.
- The broker's Chief Financial Officer.
- An individual who has delegated authority to sign for, and who reports directly to, the broker's Chief Executive Officer or Chief Financial Officer.

2) The certification must attest, based on best knowledge, information, and belief, to the accuracy, completeness, and truthfulness of the encounter data.

3) The broker must submit the certification concurrently with the encounter data.

2.19.3 The broker shall have the ability to accept claims electronically from all providers. The broker shall make every effort to encourage providers to submit claims electronically using standardized formats specified by the state agency for encounters.

2.19.4 The broker shall employ or have available, the resources necessary to make modifications to claims processing edits or expansion of MIS capabilities as a result of changes in NEMT policies and procedures. The state agency shall make every effort to give the broker 60 days advance notice of changes in the NEMT program that may require the broker to make system changes in order to comply.

## **2.20 Invoicing and Payment Requirements:**

2.20.1 Immediately upon award of the contract, the broker needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

a. If not already submitted, the broker needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

2.20.2 After award of the contract, the broker shall contact the state agency's Provider Enrollment Unit for application and approval of the transportation broker provider number for NEMT.

2.20.3 On a monthly basis, as near as practical to the fifth of the calendar month following the month for which services have been performed and for which payment is being made, the state agency shall make payments to the broker via electronic funds transfer in accordance with the following:

a. For each Medicaid/MC+ fee-for-service (FFS) recipient eligible for NEMT services on the first of the month, the state agency shall pay the broker the firm fixed per recipient per month net capitation amount specified on the Pricing Page. The capitation payment received depends on the recipient's county of residence and Category of Aid (ME Code) and copayment approval status. *Additional information regarding the development of the capitation payment is detailed in Attachment 7.*

- 1) The state agency shall pro-rate the net capitation amount when the recipient's ME Code or County Code necessitates a change to a different Category of Aid or Region in a given month.
- 2) For recipients eligible any time after the beginning of the month's payment cycle, the state agency shall pro-rate the net capitation amount for the first partial month. This adjustment will take place on the next monthly capitation payment.
- 3) For recipients whose eligibility lapses for any period of a month in which a capitation payment was made due to loss of eligibility, death, or other circumstance, the state agency shall adjust its next monthly capitation payment to recoup the portion of the capitation payment to which it is due a refund.
- 4) Any payment pro-rations shall be on a daily basis.

2.20.4 The broker shall accept capitation payments as specified herein and must develop and implement written policies and procedures for receiving and processing the capitation payments.

2.20.5 The broker shall agree and understand that the capitation payments specified herein shall be the only payments made to the broker for all services required herein and that no other payment or reimbursement for any reason whatsoever shall be made to the broker. In exchange for capitation payments, the broker shall be liable or "at risk" for the costs of all NEMT services.

## **2.21 Business Associate Provisions:**

2.21.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The broker constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "broker" as used in this section shall mean "Business Associate."

- a. The broker shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
  - 1) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - 2) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- b. The broker shall agree the state agency must comply with 45 CFR 160 and 45 CFR 164, as currently in effect and as may be amended at some later date, and that to achieve such compliance, the broker must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the broker receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the broker shall comply with the business associate provisions stated herein.
- c. The state agency and the broker agree to amend the contract as is necessary for the state agency to comply with the requirements of the Privacy Rule and HIPAA requirements.
- d. For additional information, 45 CFR 160 and 45 CFR 164 can be downloaded from the Internet at the following Internet address. However, the most current requirements shall be those which are published in the Code of Federal Regulations.



45 CFR 160 can be downloaded at:

[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/45cfr160\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr160_03.html)

45 CFR 164 can be downloaded at

[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/45cfr164\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr164_03.html)

#### 2.21.2 Permitted uses and disclosures of Protected Health Information:

- a. The broker may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the state agency.
- b. The broker may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the broker becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the broker may use or disclose Protected Health Information if necessary for the proper management and administration of the broker's business.
- d. If the disclosure is required by law, the broker may disclose Protected Health Information to carry out the legal responsibilities of the broker.
- e. The broker may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

#### 2.21.3 Obligation of the Broker:

- a. The broker shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The broker shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 2) Policies and procedures implemented by the broker to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
  - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. The broker shall require that any agent or subcontractor to whom the broker provides any Protected Health Information received from, created by, or received by the broker pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the broker with respect to such information.
- d. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the broker shall make the broker's internal practices, books, and records,

including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the broker on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.

- e. The broker shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the broker shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- f. In order to meet the requirements under 45 CFR 164.524, the broker shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the state agency, the broker shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- g. At the direction of the state agency, the broker shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- h. By no later than five (5) calendar days after the broker becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the broker shall notify the state agency's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The broker shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure. The broker shall also provide the state agency's Privacy Officer with a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

#### 2.21.4 Obligations of the State Agency:

- a. The state agency shall notify the broker of limitation(s) that may affect the broker's use or disclosure of Protected Health Information, by providing the broker with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the broker of any changes in, or revocation of, authorization by an individual to use or disclose Protected Health Information.
- c. The state agency shall notify the broker of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the broker to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the state agency.

#### 2.21.5 Expiration/Termination/Cancellation:

- a. Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the broker shall return to the state agency or shall destroy all Protected Health Information received by the broker from the state agency, or created or received by the broker on behalf of the state agency, and shall not retain any copies of such Protected Health Information.

This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the broker.

- 1) In the event that broker determines and the state agency agrees that returning or destroying the Protected Health Information is not feasible, the broker shall extend the protections of the contract to the Protected Health Information for as long as the broker maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the broker must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

#### 2.21.6 Breach of Contract:

- a. In the event the broker is in breach of contract with regard to the business associate provisions included herein, the broker shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach and corrective action plan to the Secretary of the Department of Health and Human Services.

### 3. OTHER CONTRACTUAL REQUIREMENTS

- 3.1 Contract:** A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the broker's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
  - 3.1.1 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, and/or services, the broker must receive a properly authorized purchase order.
  - 3.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - 3.1.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the broker and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The broker expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.2 Contract Period:** The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.
- 3.3 Termination:** The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the broker at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the broker pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the

State of Missouri. The broker shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

### **3.4 Transition:**

- 3.4.1 Upon award of the contract, the broker shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- 3.4.2 Upon expiration, termination, or cancellation of the contract, the broker shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The broker shall provide and/or perform any or all of the following responsibilities:
- a. The broker shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.
  - b. The broker shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - c. The broker shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

### **3.5 Performance Security Deposit:**

- 3.5.1 The broker must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The performance security deposit must be made payable to the State of Missouri in the amount of \$1,000,000.00. The contract number and contract period must be specified on the performance security deposit. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the total of \$1,000,000.00.

- 3.6 Broker Liability:** The broker shall be responsible for any and all personal injury (including death) or property damage as a result of the broker's negligence involving any equipment or service provided under the terms and conditions, requirements, and specifications of the contract. In addition, the broker assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The broker also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the broker under the terms of the contract.

- 3.6.1 The broker shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.6.2 Under no circumstances shall the broker be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the broker is informed of their possibility.
- 3.7 Insurance:** The broker shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the broker or employees against any liability incurred or arising as a result of any activity of the broker or any activity of the broker's employees related to the broker's performance under the contract.
- 3.7.1 Therefore, the broker and all transportation providers shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc.
- 3.7.2 In addition, the broker and all transportation providers must maintain automobile liability coverage for the operation of any motor vehicle. The limits of liability for all types of coverage shall not be less than \$2,000,000 per occurrence. The State of Missouri and the broker must be named as additional insured on the transportation providers' policies. In the event the subcontracted transportation providers maintain less than the stated limits, the broker shall maintain secondary coverage with limits of not less than \$2,000,000 per occurrence. The State of Missouri must be named as additional insured on any secondary policy.
- 3.7.3 The broker shall provide written evidence of the insurance to the state agency. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc.
- 3.7.4 Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage.
- 3.7.5 In the event the insurance coverage is canceled, the state agency must be notified immediately.
- 3.8 Subcontractors:** Any subcontracts for the services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the broker and the State of Missouri. All subcontracts with providers of NEMT services must be in writing.
- 3.8.1 All subcontracts must provide for revoking delegation or imposing other sanctions if the provider's performance is inadequate. Each subcontract arrangement must provide for the identification of deficiencies or areas for improvement and that the broker and the provider take corrective action.
- 3.8.2 The broker shall ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the broker. The broker shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

- 3.8.3 The broker shall agree and understand that utilization of a subcontractor to provide any of the services in the contract shall in no way relieve the broker of the responsibility for providing the services as described and set forth herein.
- 3.8.4 The broker must provide written notice to the State of Missouri prior to establishing any new subcontracting arrangements.
- 3.9 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:** The broker must comply with the MBE/WBE participation levels committed to in the broker's awarded proposal.
- 3.9.1 The broker shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- 3.9.2 The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the broker's compliance in meeting the MBE/WBE participation levels committed to in the broker's awarded proposal. If the broker's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend, or debar the broker from participating in future state procurements, or retain payments to the broker in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the broker to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the broker is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- 3.9.3 If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the broker must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the broker's awarded proposal. The broker must provide written notification to the Division of Purchasing and Materials Management for any new MBE/WBE participants. The Division of Purchasing and Materials Management will verify that the proposed MBE/WBE has been certified by the Office of Equal Opportunity and will provide acknowledgement of the new MBE/WBE participant to the broker.
- 3.9.4 If the broker cannot obtain a MBE/WBE replacement, the broker must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the broker constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.
- 3.10 Broker Status:** The broker represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the broker shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.11** The broker shall guarantee and certify that no funds paid to the broker by the state agency shall be used for the purpose of influencing or attempting to influence an officer or employee of any Federal or State agency, a member of the United States Congress, or State Legislature. The broker shall disclose if any funds other than those paid to the broker by the state agency have been used or will be used to influence the persons or entities indicated above and will assist the state agency in making such disclosures to the Centers for Medicare and Medicaid Services.

- 3.12 Coordination:** The broker shall fully coordinate all contract activities with those activities of the state agency. As the work of the broker progresses, advice and information on matters covered by the contract shall be made available by the broker to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 3.13 Access to Premises:** During normal business hours (defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, except State designated holidays), the broker shall allow duly authorized agents or representatives of the Federal or State government access to the broker's premises or the broker's provider's premises to inspect, audit, monitor, or otherwise evaluate the performance of the broker or its providers including their financial records.
- 3.14 Property of State:** All reports, documentation, and material developed or acquired by the broker as a direct requirement specified in the contract shall become the property of the State of Missouri. The broker shall agree and understand that all discussions with the broker and all information gained by the broker as a result of the broker's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 3.15 Commercial Drivers License:** The broker and the broker's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. If requested by the state agency, the broker must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days following the request.
- 3.16 For Hire License (Class E):** The broker and the broker's drivers who, in the provision of services under the contract: (1) receive pay for driving a motor vehicle transporting 14 or fewer passengers or (2) transport property for pay or as part of their job must have a For Hire License (Class E). The vehicle driven must have a 26,000 pounds or less Gross Vehicle Weight Rating (GVWR) or registered weight and not be required to be placarded for hazardous materials.

#### **4. PROPOSAL SUBMISSION INFORMATION**

##### **4.1 Submission of Proposals:**

- 4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.**
- 4.1.2** The offeror's proposal should include an original document, plus five (5) copies for a total of six (6) documents. Both the original and the copies should be printed on recycled paper and doublesided. In addition, the offeror should include one (1) electronic copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s).
- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

- 4.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
  - b. The proposal should be page numbered.
  - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 4.1.4 The offeror should complete Exhibit A, Miscellaneous Information, to document: (1) if the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, and (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official.
- 4.1.5 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or telephone as shown on the first page, or via facsimile to 573-526-9817. In addition, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting related to the MBE/WBE participation requirements at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
- a. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
  - b. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- 4.2 Competitive Negotiation of Proposals:** The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 4.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 4.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 4.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.



- 4.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

### **4.3 Evaluation and Award Process:**

- 4.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost .....50%
- b. Experience and Reliability.....20%
- c. Expertise of Personnel .....10%
- d. Method of Performance .....20%

- 4.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

- 4.3.3 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

### **4.4 Offeror Identification:** On Exhibit A, the offeror should provide the following identifying information:

- 4.4.1 Name, address, and telephone numbers of offeror's principal officers including President, Vice-President, Treasurer, Chairperson of the Board of Directors, and other executive officers.
- 4.4.2 Name of project leader.

### **4.5 Proposal Security Deposit:**

- 4.5.1 The offeror must furnish a proposal security deposit in the form of an original bond (copies or facsimiles shall not be acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management by the bid opening date and time. The proposal security deposit must be made payable to the State of Missouri in the amount of \$ 10,000.00. The Request for Proposal number must be specified on the proposal security deposit. Any proposal

security deposit submitted shall remain in force until such time as the contractor submits a performance security deposit. Failure to submit a performance security deposit in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the bid security deposit. Within thirty (30) days after contract award, the successful offeror shall be required to provide a performance security deposit in the amount of \$1,000,000.00 in accordance with RFP paragraph 3.5.1.

#### **4.6 Evaluation of Cost:**

4.6.1 The objective evaluation of cost shall be based upon the firm, fixed Per Recipient Per Month Net Capitated Rate stated on the Pricing Page. The state shall not consider awarding a contract to any offeror with an administrative cost that exceeds 25%.

- a. Requirements promulgated by the federal government stipulate that the State of Missouri can only contract for services at rates that are within actuarially sound rate ranges. The actuarial soundness of rates differing from those of the state shall be reviewed by the State of Missouri during the formal evaluation of proposals.
- b. The offeror must submit information which establishes and supports the actuarial soundness of the proposed rates and a certification of said soundness from an Associate of the Society of Actuaries (ASA), a Fellow Society of Actuaries (FSA), or a Member of the American Academy of Actuaries (MAAA).
- c. The offeror shall understand that the decision of the State of Missouri regarding whether or not a rate is within actuarially sound rate ranges shall be final and without recourse.

4.6.2 The objective evaluation of cost shall be based on the Firm, Fixed Net Capitation Rate quoted on the Pricing Page and the following member months. (The following figures represents an annual figure of the eligibles as provided in Attachment 1.) The cost evaluation shall be based on the following member months for both the Firm, Fixed Net Capitation Rate Including Copayment and the Firm, Fixed Net Capitation Rate Excluding Copayment.

ABD - Region 1	712,195
ABD - Region 2	408,434
ABD - Region 3	1,629,744
MAFCP - Statewide	2,987,840

Cost points shall be calculated based on the sum from the above calculation, using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 50 = \text{Cost score points}$$

#### **4.7 Evaluation of Offeror's Experience and Reliability:**

- 4.7.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 4.7.2 The offeror should provide, on Exhibit B or in any other format, the information listed below related to previous and current contracts performed by the offeror's organization and any proposed subcontractors which: (1) involve the operation, management, or brokering of transportation services, (2) were

established during the past 24 months with other States or other state agencies of the State of Missouri, (3) were for services for Medicaid recipients, or (4) concerning any other relevant brokering or transportation experience. The offeror should obtain the signature of the contact person referenced on the Exhibit verifying that the information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates of the contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.7.3 On Exhibit A, the offeror should identify and describe all contracts canceled for default or other reasons within the last five years. The offeror should identify the other party's name, current address, and telephone number.
- 4.7.4 The offeror must provide full and complete information by disclosing the following related to the identity of each "person or corporation with an ownership or control interest" in the offeror, or any NEMT subcontractor in which the offeror has a 5% or more ownership interest for the prior 12-month period. The offeror may satisfy this requirement by providing a completed Form CMS-855 (Medicare and Other Federal Health Care Programs Provider/Supplier Enrollment Application).
- a. The name and address of each person with an ownership or controlling interest of 5% or more in the offeror or in any subcontractor in which the offeror has direct or indirect ownership of 5% or more;
  - b. A statement as to whether any such person with ownership or control interest is related to any other of the persons named with ownership or control interest; as spouse, parent, child, or sibling, and
  - c. The name of any other organization in which the person also has ownership or control interest. This is required to the extent that the offeror can obtain this information by requesting it in writing. The offeror must keep copies of all of these requests and responses to them, make them available upon request, and advise the State of Missouri when there is no response to a request.
  - d. For purposes of providing the above information, the offeror shall understand that a "person with an ownership or control interest" shall mean a person or corporation that (1) owns directly or indirectly, 5% or more of the offeror's capital or stock or received 5% or more of its profits; or (2) has an interest in any mortgage, deed of trust, note, or other obligation secured in whole or in part by the offeror or by its property or assets, and that interest is equal to or exceeds 5% of the total property and assets of the offeror, or (3) is an officer or director of the offeror (if it is organized as a corporation) or is a partner in the offeror (if it is organized as a partnership).
    - 1) The percentage of direct ownership or control is calculated by multiplying the percent of interest which a person owns by the percent of the offeror's assets used to secure the obligation (e.g., if a person owns 10 percent of a note secured by 60 percent of the offeror's assets, the person owns 6% of the offeror).
    - 2) The percentage of indirect ownership or control is calculated by multiplying the percentages of ownership in each organization (e.g., if a person owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the offeror, the person owns 8% of the offeror).
- 4.7.5 The offeror should submit evidence of financial stability. The offeror should submit one of the following financial reports:

- a. For a publicly held corporation, a copy of the most recent three years of audited financial reports and financial statements with the name, address, and telephone number of a responsible person in the offeror's principal financial or banking organization.
  - b. For a privately held corporation, proprietorship, or partnership, financial information for the past three years, similar to that included in an annual report, to include, at a minimum, an income statement, a statement of cash flows, a balance sheet, and number of years in business, as well as the name, address, and telephone number of a contact in the offeror's principal financial or banking organization and its auditor.
- 4.7.6 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 4.7.7 Debarment Certification: The offeror should complete and return the attached certification regarding debarment, etc., Exhibit G, with their proposal. This document must be satisfactorily completed prior to award of the contract.

#### **4.8 Evaluation of Expertise of Offeror's Personnel:**

- 4.8.1 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- a. The offeror may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
    - 1) Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
    - 2) Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
  - b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

- 4.8.2 The offeror should identify any of the offeror's employees who are or were previously employed by the State of Missouri. The offeror should provide such individual's name, job title, identification of state agency employment, and separation date.

**4.9 Evaluation of Method of Performance:**

- 4.9.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.9.2 The method by which the proposed method of performance is written is left to the discretion of the offeror. However, the offeror should identify each specific paragraph and subparagraph of the Contractual Requirements as an item for discussion, and immediately below provide a written description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.
- 4.9.3 In presenting the method of performance, the offeror should submit or describe the following:
- a. How call center operations will be designed to meet expected call volume and to make authorization decisions for NEMT services within required time frames.
  - b. The verification procedures proposed to determine the eligibility of the Medicaid/MC+ recipients and the verification procedures to ensure that the Medicaid/MC+ recipient will be transported to Medicaid/MC+ covered services.
  - c. The procedures that will be used to determine if a request can be referred to a Public Entity and how appropriate NEMT requests are referred to appropriate Public Entities. Additionally, describe the procedures that will be followed to ensure NEMT services are provided if the Public Entity is not appropriate, willing, or able to provide the requested service.
  - d. How the least expensive and most appropriate providers will be identified and accessed. Describe how the "most appropriate" level of service will be determined.
  - e. The offeror should submit the following information regarding the offeror's claims payment processes:
    - 1) Information describing the offeror's claim adjudication processes. The offeror shall provide a flow chart or written description that details the flow of claims from receipt until payment. Information should be provided documenting the offeror's audit trail of all claims that enter the system and any review processes that are in place.
    - 2) The offeror should document the offeror's past and current performance with regard to the timely payment to in-network and out-of-network providers.
    - 3) A description of the offeror's claims processing and management information system functions, including, but not limited to information about the offeror's liability management practices regarding its "Incurred But Not Reported Claims" and "Received But Unadjudicated Claims".
  - f. The multilingual services available.
  - g. The method used to ensure that recipients arrive promptly for appointments and do not wait excessively for their transportation.
  - h. Describe the transportation network by region (refer to Exhibit C) and for each region by mode of transportation. Discuss how the development of the network takes into account the service begin

date; the anticipated Medicaid/MC+ enrollment; the expected utilization of services taking into consideration the characteristics and health care needs of Medicaid/MC+ populations; the numbers and types (in terms of training, experience, and specialization) of providers required to furnish services; and the capacity of providers to provide services.

- i. Describe your plans for implementation to take into account contractual requirements and service begin date.
- j. The methods that will be employed to verify a provider's claims for reimbursement.
- k. How vehicle safety and proper maintenance will be ensured.
- l. The resources that will be developed, if needed, to meet the needs of the region.
- m. The method that will be employed to ensure that the NEMT services are comparable to the transportation resources available to the general public.
- n. Grievance procedures for recipients.
- o. Inquiry, complaint, grievance, and appeal procedures for the providers.
- p. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- q. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- r. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities; sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- s. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

4.9.4 The offeror shall utilize Exhibit C to provide the following information:

- a. listing of transportation providers who have contracted or intend to contract with the offeror for each region. Such listing must be provided by mode of transportation and must include transportation provider name, address and each county serviced. For each transportation provider listed, offeror must include the documentation specified in paragraph 4.9.5d. below; and
- b. daily trip capacity for each transportation provider who has contracted or who intends to contract with the offeror.

4.9.5 The offeror shall also provide the following information:

- a. contracted reimbursement rate for each provider that has a signed contract with the offeror;
- b. reimbursement rate for each provider who intends to contract with the offeror;
- c. description of the types of reimbursement (i.e. capitation, fee schedule, flat rate, etc.) utilized for the transportation network for each region by mode of transportation; and
- d. copies of all signed letters of intent to contract or signed contracts with all transportation providers intending to contract or already contracting with the offeror. Letters of intent to contract must clearly state the transportation provider intends to contract with the bidder. Letters of intent to

contract must be signed by the transportation provider no earlier than 120 calendar days prior to the date the offerors original bid was submitted. Letters of intent to negotiate are not acceptable.

- 4.9.6 The offeror MUST submit evidence of insurance coverage with current effective policies. The offeror should state the amount of liability insurance that will be required of subcontractors.

**4.10 Offeror Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation**

- 4.10.1 Mandatory Requirement for Participation - In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract.

- a. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.

4.10.2 Definition - Qualified MBE/WBE:

- a. *MBE* or *WBE* means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- b. *Minority* is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
- c. In order to be considered a *qualified* MBE or WBE for purposes of this RFP, the MBE/WBE *must be certified* by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

- 4.10.3 Offerors Qualifying as MBE/WBE - MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation Exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.

- 4.10.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities - This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. The offeror can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.

- a. Transportation Providers
- b. Attendant
- c. Printing Services

- d. Purchases for Paper or Other Supplies
- e. Office Equipment, Materials, Supplies Purchase or Rental
- f. Office Space Rental/Purchase
- g. Temporary Help or Other Personnel Services
- h. Actuarial Services

- 4.10.5 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available by contacting the Supplier Diversity Program as specified below:

Office of Administration, Supplier Diversity Program  
P.O. Box 809, Harry S Truman Bldg., Room 840  
Jefferson City, MO 65102  
Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078  
Web Address: <http://www.oa.mo.gov/oco/sd.html>

- 4.10.6 Participation Commitment - To identify each proposed MBE and WBE, the offeror must complete the MBE/WBE Participation Commitment Table, Exhibit D.
- 4.10.7 Documentation of MBE/WBE Participation - The offeror must insure that each MBE and WBE listed in the MBE/WBE Participation Commitment Table, Exhibit D, completes a Documentation of MBE/WBE Form, Exhibit E.
- a. Each completed Documentation of MBE/WBE Participation Form must be submitted by the offeror with the proposal.
  - b. The percentage level of MBE/WBE participation committed to by the offeror in the MBE/WBE Participation Commitment Table and verified in the Documentation of MBE/WBE Participation Form, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.
  - c. Note - The offeror should submit documentation of any MBE/WBE participation they are able to obtain. If the percentage is less than the required 20% MBE or 10% WBE, the offeror must also submit the Application for Waiver, Exhibit F.
- 4.10.8 Application for Waiver - If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver, Exhibit F, documenting efforts made to meet the MBE/WBE participation requirements.
- 4.10.9 Rejection of Proposal - Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management.
- a. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived.
  - b. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation.



- c. The Division of Purchasing and Materials Management reserves the right to request additional information from the offeror to determine compliance with the MBE/WBE participation requirements.

## **5. PRICING PAGE**

The offeror shall provide firm, fixed net capitation rates on the Pricing Page for providing all required services for all specified Regions pursuant to the requirements of this Request for Proposal. All costs associated with providing the required services for the entire contract period shall be included in the stated net capitation rates. Since copayments have not yet been approved by the Centers for Medicare and Medicaid Services (CMS), the offeror shall provide firm, fixed net capitation rates with and without copayments. (c/s code 99562)

### **5.1 Instructions for Completing Pricing Page**

- 5.1.1 The offeror shall complete the Pricing Page for the Aged, Blind, Disabled (ABD) Regions 1, 2, and 3 and Medical Assistance for Families, Children, and Pregnant Women Statewide. The offeror shall determine the firm, fixed net capitation rate that will be paid for each eligible fee-for-service recipient per month for each region. Firm, fixed net capitation rate shall be stated with and without copayments. The firm, fixed net capitation rate shall be effective for the entire contract period. Additional instructions are outlined in 5.1.5.
- 5.1.2 To assist the offeror in completion of the Pricing Page, the offeror should use the information provided in Attachment 1. However, the offeror is advised that Attachment 1 should not be used as the only source of information in making pricing decisions. The offeror is solely responsible for research, preparation, and documentation of the offeror's proposal including the Pricing Page.
- 5.1.3 In completing the Pricing Page, the offeror should not include estimates for services that are not the offeror's responsibility.
- 5.1.4 The offeror's firm, fixed net capitation rates shall be net of Third Party Liability recoveries and recipient cost sharing.
- 5.1.5 The following additional instructions shall be used to assist the offeror in completing the Pricing Page:
  - a. The offeror shall state the service cost for each region as per recipient, per month (PRPM). The service cost shall at least be 75% of the total PRPM.
  - b. The offeror shall state the administrative cost for each region as a per recipient, per month (PRPM). Administrative costs include everything outside of the actual transportation service. Examples include, but are not limited to: service call center, intake/dispatch center, corporate overhead, profit, contingency and risk charges, etc. The administrative cost shall not exceed 25% of the total PRPM.
  - c. The total of the service cost PRPM and the administrative cost PRPM shall constitute the offeror's firm fixed Net Capitation Rate PRPM for the stated region.

## 5.2 Pricing Page- Non-Emergency Medical Transportation Services

ABD – REGION 1		Including Copayment	Excluding Copayment
Line No.		Per Recipient Per Month (PRPM)	Per Recipient Per Month (PRPM)
1	Service Cost	\$	\$
2	Administrative Cost	\$	\$
001	Firm Fixed Net Capitation Rate	\$	\$

ABD – REGION 2		Including Copayment	Excluding Copayment
Line No.		Per Recipient Per Month (PRPM)	Per Recipient Per Month (PRPM)
1	Service Cost	\$	\$
2	Administrative Cost	\$	\$
002	Firm Fixed Net Capitation Rate	\$	\$

ABD – REGION 3		Including Copayment	Excluding Copayment
Line No.		Per Recipient Per Month (PRPM)	Per Recipient Per Month (PRPM)
1	Service Cost	\$	\$
2	Administrative Cost	\$	\$
003	Firm Fixed Net Capitation Rate	\$	\$

MEDICAL ASSISTANCE FOR FAMILIES, CHILDREN, AND PREGNANT WOMEN – STATEWIDE		Including Copayment	Excluding Copayment
Line No.		Per Recipient Per Month (PRPM)	Per Recipient Per Month (PRPM)
1	Service Cost	\$	\$
2	Administrative Cost	\$	\$
004	Firm Fixed Net Capitation Rate	\$	\$

**EXHIBIT A****MISCELLANEOUS INFORMATION**

Name, address, and telephone numbers of offeror's principal officers including President, Vice-President, Treasurer, Chairperson of the Board of Directors, and other executive officers.

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Name of project leader.

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The offeror should identify and describe all contracts canceled for default or other reasons within the last five years. The offeror should identify the other party's name, current address, and telephone number.

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**Organizations for the Blind or Sheltered Workshop** If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	<hr/> <hr/> <hr/>
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**EXHIBIT A CONTINUED**

**Employee Bidding/Conflict of Interest** Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

**EXHIBIT B****PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror/Subcontractor Name:</b>	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

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*Signature of Reference Contact Person*

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*Date of Signature*

**EXHIBIT B CONTINUED**  
**PERSONNEL EXPERTISE SUMMARY**  
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____ Administrator/Director
2. _____ (Name)	_____ Quality Manager
3. _____ (Name)	_____ Customer Service Manager
4. _____ (Name)	_____ Compliance Manager
5. _____ (Name)	_____ Network Manager
6. _____ (Name)	_____ Chief Financial Officer (CFO)
7. _____ (Name)	_____ Customer Service Representative(s)

**EXHIBIT B CONTINUED**  
**PERSONNEL EXPERTISE SUMMARY**

Personnel	Background and Expertise of Personnel
8. _____ (Name)	
_____	
(Title)	
<hr/>	
9. _____ (Name)	
_____	
(Title)	
<hr/>	
10. _____ (Name)	
_____	
(Title)	
<hr/>	
11. _____ (Name)	
_____	
(Title)	
<hr/>	
12. _____ (Name)	
_____	
(Title)	
<hr/>	
13. _____ (Name)	
_____	
(Title)	
<hr/>	
14. _____ (Name)	
_____	
(Title)	
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**EXHIBIT C – PROVIDER LISTING**

INSTRUCTIONS FOR COMPLETING EXHIBIT C: For each region for each mode of transportation provided, offeror must complete Exhibit C by listing the name of each transportation provider (Column B), the transportation provider's address (Column C), and the county for which the transportation provider is providing service (Column D) - if multiple counties are being serviced by a given transportation provider, enter each county on a separate row for each transportation provider so that there is only one county per row). Offeror must also indicate whether they have a signed letter of intent or a signed contract with that transportation provider by marking an "X" in either Column E or Column F. Offeror must also provide the daily trip capacity for each transportation provider for each county for which they are providing service. If additional rows are needed on a given table, offeror is instructed to insert the additional rows but provide the requested information in the same format specified.

**PROVIDER LISTING - REGION 1**

**Franklin, Jefferson, St. Charles, and St. Louis Counties and St. Louis City**

REGION 1: Mode - Public Transit						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
1						
1						
1						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 1: Mode - Para Lift Van						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
1						
1						
1						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 1: Mode - Taxi						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
1						
1						
1						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						



**EXHIBIT C Continued**

REGION 1: Mode - Ambulance						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
1						
1						
1						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 1: Mode - Stretcher Van						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
1						
1						
1						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 1: Mode - Multi-Passenger Van						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
1						
1						
1						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 1: Mode - Fixed Winged Aircraft						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
1						
1						
1						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

**EXHIBIT C Continued**

REGION 1: Mode - Other (Specify)						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
1						
1						
1						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 1: Summary of All Modes of Transportation				
	A	B	C	
Mode	Letter of Intent	Contract	Daily Trip Capacity	
Public Transit				
Para Lift Van				
Taxi				
Ambulance				
Stretcher Van				
Multi Passenger Van				
Fixed Wing Aircraft				
Other				
UNDUPLICATED SUBTOTAL FOR COLUMNS A, B, AND C				

**EXHIBIT C Continued****PROVIDER LISTING - REGION 2****Cass, Clay, Jackson, Johnson, Lafayette, Platte, and Ray Counties**

<b>REGION 2: Mode - Public Transit</b>						
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>Region</b>	<b>Provider</b>	<b>Address</b>	<b>County</b>	<b>Letter of Intent</b>	<b>Contract</b>	<b>Daily Trip Capacity</b>
2						
2						
2						
<b>UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G</b>						

<b>REGION 2: Mode - Para Lift Van</b>						
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>Region</b>	<b>Provider</b>	<b>Address</b>	<b>County</b>	<b>Letter of Intent</b>	<b>Contract</b>	<b>Daily Trip Capacity</b>
2						
2						
2						
<b>UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G</b>						

<b>REGION 2: Mode - Taxi</b>						
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>Region</b>	<b>Provider</b>	<b>Address</b>	<b>County</b>	<b>Letter of Intent</b>	<b>Contract</b>	<b>Daily Trip Capacity</b>
2						
2						
2						
<b>UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G</b>						

<b>REGION 2: Mode - Ambulance</b>						
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>Region</b>	<b>Provider</b>	<b>Address</b>	<b>County</b>	<b>Letter of Intent</b>	<b>Contract</b>	<b>Daily Trip Capacity</b>
2						
2						
2						
<b>UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G</b>						

**EXHIBIT C Continued**

REGION 2: Mode - Stretcher Van						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
2						
2						
2						
<b>UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G</b>						

REGION 2: Mode - Multi-Passenger Van						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
2						
2						
2						
<b>SUBTOTAL COLUMNS E, F, AND G</b>						

REGION 2: Mode - Fixed Winged Aircraft						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
2						
2						
2						
<b>SUBTOTAL COLUMNS E, F, AND G</b>						

REGION 2: Mode - Other (Specify)						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
2						
2						
2						
<b>SUBTOTAL COLUMNS E, F, AND G</b>						

**EXHIBIT C Continued**

REGION 2: Summary of All Modes of Transportation			
Mode	A Letter of Intent	B Contract	C Daily Trip Capacity
Public Transit			
Para Lift Van			
Taxi			
Ambulance			
Stretcher Van			
Multi Passenger Van			
Fixed Wing Aircraft			
Other			
SUBTOTAL COLUMNS A, B, C			

**PROVIDER LISTING - REGION 3**

All other counties not in Region 1 or 2

REGION 3: Mode - Public Transit						
A Region	B Provider	C Address	D County	E Letter of Intent	F Contract	G Daily Trip Capacity
3						
3						
3						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 3: Mode - Para Lift Van						
A Region	B Provider	C Address	D County	E Letter of Intent	F Contract	G Daily Trip Capacity
3						
3						
3						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

**EXHIBIT C Continued**

REGION 3: Mode - Taxi						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
3						
3						
3						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 3: Mode - Ambulance						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
3						
3						
3						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 3: Mode - Stretcher Van						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
3						
3						
3						
UNDUPLICATED SUBTOTAL FOR COLUMNS E, F, AND G						

REGION 3: Mode - Multi-Passenger Van						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
3						
3						
3						
SUBTOTAL COLUMNS E, F, AND G						

**EXHIBIT C Continued**

REGION 3: Mode - Fixed Winged Aircraft						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
3						
3						
3						
SUBTOTAL COLUMNS E, F, AND G						

REGION 3: Mode - Other (Specify)						
A	B	C	D	E	F	G
Region	Provider	Address	County	Letter of Intent	Contract	Daily Trip Capacity
3						
3						
3						
SUBTOTAL COLUMNS E, F, AND G						

REGION 3: Summary of All Modes of Transportation			
	A	B	C
Mode	Letter of Intent	Contract	Daily Trip Capacity
Public Transit			
Para Lift Van			
Taxi			
Ambulance			
Stretcher Van			
Multi Passenger Van			
Fixed Wing Aircraft			
Other			
SUBTOTAL COLUMNS A, B, C			

**EXHIBIT D****MBE/WBE PARTICIPATION COMMITMENT TABLE**

The offeror must indicate below the percentage of **qualified** MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

Note: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

<b>Name of MBE</b>	<b>Percentage of Total Contract Value</b>	<b>Name of WBE</b>	<b>Percentage of Total Contract Value</b>
<b>Total MBE:</b> (must be at least 20%)		<b>Total WBE:</b> (must be at least 10%)	

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*Authorized Signature of Offeror*

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*Date of Signature*



**EXHIBIT E****DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this Exhibit to each MBE/WBE. Each MBE/WBE included in the offeror's proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each completed exhibit must be submitted with the offeror's proposal.

*Indicate appropriate business classification(s):*

\_\_\_\_\_ *MBE*                      \_\_\_\_\_ *WBE*

Name of MBE/WBE firm: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Describe the products/services you (*as the MBE/WBE company participating in the contract*) will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

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Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

\_\_\_\_\_ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

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Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: \_\_\_\_\_ Date: \_\_\_\_\_

MBE/WBE Certification Number: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

Authorized Signatures:

\_\_\_\_\_  
*MBE/WBE Owner Authorized Signature*                      *Date*                      *Offeror Authorized Signature*                      *Date*

**EXHIBIT F****APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: \_\_\_\_\_ MBE or \_\_\_\_\_ WBE

*(A separate Application for Waiver must be submitted for each.)*

**Section A - Initial Efforts:**

(1) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

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(2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and name of individual(s) contacted.

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(3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. *(Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)*

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**Section B - Follow Up Efforts**

(1) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. *(Submit copies of information provided to the MBE/WBEs.)*

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(2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

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**Application for Waiver, Continued**

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

**EXHIBIT G**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

**EXHIBIT G CONTINUED**

## Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

### 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

### 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

### 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.

- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
  - n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## 14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.



## **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.